REVISED
AGENDA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Any person who wishes to be heard shall provide the Clerk with his or her name and residence and the agenda item on which he or she wishes to be heard. Such information shall be on a card provided by the County. Once public input begins, there will be no further speaker cards allowed to be submitted to the Clerk for that subject. An individual has three minutes and a person representing an organization has five minutes to address the Board (except that individuals wishing to speak during public hearings pertaining to land use issues will have five minutes). The first person representing the organization will be allowed the five minutes. Subsequently, all other speakers on behalf of that organization have three minutes to address the Board. Once an individual has addressed the Board, he or she will not be permitted to return to the podium for follow-up comments, unless the issue involved is quasi judicial in nature. In that case, the applicant may return to the podium to conclude his or her position at the end of the public hearing.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

Pleas note that all time approximate items are listed in bold.

Wednesday, March 23, 2016
Murray E. Nelson Government Center
102050 Overseas Highway
Mile Marker 102
Key Largo, Florida

9:00 A.M. - Regular Meeting

9:15 A.M. - Land Authority Governing Board

9:30 A.M. - Fire & Ambulance District 1 Board of Governors

1:30 p.m. - Closed Sessions

3:00 P.M. - Public Hearings

TIME APPROXIMATE **REGULAR MEETING**

9:00 A.M. CALL TO ORDER
SALUTE TO FLAG

A. ADDITIONS,CORRECTIONS, DELETIONS

1. Approval Of Agenda.

B. PRESENTATION OF AWARDS

1. MAYOR CARRUTHERS: Presentation Of Mayor's Proclamation Observing The Month Of March 2016 As Firefighter Appreciation Month In Monroe County

   Documents: B1.PDF

2. MAYOR CARRUTHERS: Presentation Of Mayor's Proclamation Observing April 5, 2016 As National Service Recognition Day.

   Documents: B2.PDF

3. COMMISSIONER MURPHY: Presentation By The Florida Keys Council For People With Disabilities To Publicly Recognize And Extend Its Appreciation To Mike Nalepa For His Steadfast And Tireless Service With The Council In Educating And Working With The Council To Ensure The County's Compliance With ADA To Assist Those With Disabilities Throughout Monroe County.

   Documents: B3.PDF

4. Presentation Of Years Of Service Award For 10 Years Of Service To Monroe County To Francisco Palomares, Maintenance Mechanic, Card Sound Toll.

   Documents: B4.PDF

5. Presentation Of Years Of Service Award For 10 Years Of Service To Monroe County To E. Donald Crouch, Card Sound Toll Superintendent.

   Documents: B5.PDF

C. BULK APPROVALS - COMMISSIONER MURPHY

1. Approval Of The 1st Amendment To The Customs Service Agreement Between Monroe County And The Marathon Jet Center, The Amendment Delays The Billing Of Operational Costs From The County To Marathon Jet Center Until The Facility Is Open And Operational. The Total Additional Cost To The Marathon Airport Fund 403 Is Estimated To Be $1253.00.

   Documents: C1R.PDF

2. Approval To Issue A Bid Solicitation For Landscaping Services At The Florida Keys Marathon International Airport.

   Documents: C2.PDF

3. Approve Agreement Between Gartner, Inc. And Monroe County For Research, Analysis Of Products And Systems For The County In Selecting Hardware, Software Solutions, Telecom, And Other IT Services.

   Documents: C3.PDF

4. Approval Of Memorandum Of Agreement With The Florida

Keys Community College (FKCC) For Instruction Of Microsoft Office Suite Software Applications For Monroe County Employees.

Documents: C4.PDF

5. Approval To The Third Amendment Of The Contract With Employers Mutual, Inc. (Administrator), To Amend The Fee Charged By The Administrator For Medical Bill Re-Pricing From $1.50 Per Line/$5.50 Per Bill To A Flat Rate Of $3,500.00 To Cover All Re-Repricing From January 1, 2016 Through The End Of The Contract, September 30, 2016.

   Documents: C5.PDF

6. Approval To Issue A Request For Proposals (Competitive Solicitation) For Workers' Compensation Third Party Claims Administration Services.

   Documents: C6.PDF

7. Approval Of Various Resolutions For The Transfer Of Funds And Resolutions For The Receipt Of Unanticipated Revenue. **REVISED BACKUP - ADDED RESOLUTIONS 3/16/16.**

   Documents: C7R.PDF

8. Approved By The Board, Acting As Plan Administrator Of The Length Of Service Award Plan (LOSAP) To Begin 10-Year Disbursement Of Funds To One Eligible Participant, With A Monthly Benefit Of $180.00 Commencing May 01, 2016.

   Documents: C8.PDF

9. Approved By The Board, Acting As Plan Administrator Of The Length Of Service Award Plan (LOSAP) To Begin 10-Year Disbursement Of Funds To One Eligible Participant, With A Monthly Benefit Of $150.00 Commencing June 01, 2016.

   Documents: C9.PDF

10. Approval Of Interlocal Agreement (ILA) With Florida Keys Aqueduct Authority (FKAA) For The Full Roadway-Width Asphalt Overlay Of Ocean Bay Drive In Key Largo.

    Documents: C10.PDF

11. Approval Of Consent To Assignment By And Between Monroe County And Dion Oil Company LLC Hereafter ASSIGNOR, And Dion Fuels LLC ASSIGNEE, Regarding The Existing Contract Dated January 21st, 2014 For Unleaded Gasoline And Diesel Fuel.

    Documents: C11.PDF

12. Receipt Of Monthly Report On Change Orders Reviewed By The County Administrator's Office.

    Documents: C12.PDF

13. Approval Of A Resolution Providing Support For Refurbishing

The Fitness Trail And Bocce Courts At The Big Pine Key Park, Requesting Funding From The Florida Department Of Environmental Protection, Land And Water Conservation Fund Program (LWCF) And Affirming The County's Ability To Provide Local Match Funding.

REVISED ITEM BACKGROUND ON AIS 3/16/16.

Documents: C13R.PDF

14. Approval Of A Resolution Providing Support For Retexturing The Above Water Line Section Of The Harry Harris Park Boat Ramp, Requesting Funding From The Florida Fish And Wildlife Conservation, Florida Boating Improvement Program (FBIP) And Affirming The County's Ability To Provide Local Match Funding.

    Documents: C14.PDF

15. Approval To Disqualify The Non-Responsive, Non-Conforming Lowest Priced Bid Submitted By Still Water Construction, Inc. And To Award Bid And Enter Into A Contract With Next Lowest Responsive, Responsible Bidder Barracuda Builders Of Key West, Inc. For The Americans With Disabilities Act (ADA) Upgrades At The East Martello Museum. Funding For This Project Comes From A Tourist Development Council (TDC) Grant.

    Documents: C15.PDF

16. Approval Of Transfer Funds Allocated For Art In Public Places (AIPP) Based On The Construction Costs Of The Monroe County Public Works Facility On Magnolia Street In Key Largo To Be Used For Public Art At The Murray E. Nelson Government Center.

    Documents: C16.PDF

17. Approval Of Contract Change Order #3 For The Key West Lighthouse Renovations. This Change Order Approves D L Porter Constructors, Inc. To Perform Additional Work At The Lighthouse Renovation As A Result Of Recent Additional Funding Provided By The Tourist Development Council (TDC). This Additional Portion Of The Project Is Funded By The TDC.

    Documents: C17.PDF

18. Approval Of A Resolution Providing Support For The New Kayak Launch At Geiger Key, Requesting Funding From The Florida Boating Improvement Program (FBIP) And Affirming The County's Ability To Provide Local Match Funding.

    REVISED PREVIOUS BOCC ACTION ON AIS 3/16/16.

    Documents: C18R.PDF

19. Approval Of A Resolution Providing Support For The New Kayak Launch At Palm Villa Park, Requesting Funding From The Florida Boating Improvement Program (FBIP) And Affirming The County's Ability To Provide Local Match

Funding.

Documents: C19.PDF

20. Approval Of A Resolution Providing Support For The Installation Of A Boat Dock And For Ramp Erosion Repairs At The Big Coppitt Key Barcelona Boat Ramp, Requesting Funding From The Florida Boating Improvement Program (FBIP) And Affirming The County's Ability To Provide Local Match Funding.

    Documents: C20.PDF

21. Approval For Art In Public Places Committee (AIPP) And The Florida Keys Council Of The Arts (FKCA) To Accept The Highest Ranked Proposer's Rejection Of Bid Award For A Public Art Installation At The Marathon Courthouse, And To Award Bid And Enter Into A Contract With Seconded Ranked Proposer Colin Selig. Funding Will Be Provided By The One-Cent Infrastructure Tax And The 16th Judicial Circuit Court Fund.

    Documents: C21.PDF

22. Approval Of A Resolution Providing Support For Funding Of The Athletic Field At Bernstein Park, Requesting Funding From The Federal Emergency Management Agency Pre Disaster Mitigation (PDM) Program Grant And Affirming The County's Ability To Provide Local Match Funding.

    Documents: C22.PDF

23. Approval Of Fourth Amendment To Lease Agreement With Tropical Watersports, LLC (Tropical), A Water Sports Equipment Rental Vendor On Clarence S. Higgs Memorial Beach, To Adjust For The CPI-U For The Prior 12 Months Ending December 2015 Of .7%.

    Documents: C23.PDF

24. Approval Of Corrected Third Amendment To Agreement With Stockton Maintenance Group, Inc. (SMG), For Janitorial Services, To Correct Two Scrivener's Errors In The Written Amount Of Monthly Fees.

    Documents: C24.PDF

25. Approval Of Lease Agreement With The State Of Florida Department Of Health, Monroe County Health Department To Provide Continued Office Space At The Department Of Juvenile Justice Building, 5503 College Road, Stock Island, Key West, FL

    Documents: C25.PDF

26. Approval Of Agreement With Monroe County Sheriff's Office ("MCSO") To Provide MCSO With Continued Use Of 320 Sq. Ft. Of Office Space At The Murray E. Nelson Government Center And Cultural Center ("Nelson Gov't Center").

Documents: C26.PDF

27. Approval Of A Commercial Lease Renewal Amendment With Big Pine Key, 2013 LLC, Inc. For Operation Of A Monroe County Library At The Big Pine Key Shopping Center.

    Documents: C27.PDF

28. Approval Of Amendment #002 To Standard Contract AA-1629, Older Americans Act (OAA) Between The Alliance For Aging, Inc. (AAA) And The Monroe County Board Of County Commissioners (Monroe County Social Services/In Home And Nutrition Programs) For The Current Contract Period Of 1/1/2016 To 12/31/2016.

    Documents: C28.PDF

29. Approval Of Amendment #003 To Standard Contract AA-1629, Older Americans Act (OAA) Between The Alliance For Aging, Inc., (AAA) And The Monroe County Board Of County Commissioners (Monroe County Social Services/In Home And Nutrition Programs) For The Current Contract Period Of 1/1/2016 To 12/31/2016.

    Documents: C29.PDF

30. Approval Of Amendment #1 Between Care In The Keys, Inc., D/B/A Island Private Care And Monroe County Board Of County Commissioners/Monroe County Social Services Beginning January 28, 2016 And Ending On December 31, 2016.

    Documents: C30.PDF

D. TOURIST DEVELOPMENT COUNCIL

1. Approval Of An Agreement With Dolphin Research Center, Inc. Covering The DRC Public Signage Project In An Amount Not To Exceed $11,750, DAC III, FY 2016 Capital Resources.

    Documents: D1.PDF

2. Approval Of An Agreement With The City Of Key West Covering The Smathers Beach Restroom Facility Project, In An Amount Not To Exceed $225,000, DAC I, FY 2016 Capital Resources.

    Documents: D2.PDF

3. Approval Of An Agreement With The Coral Restoration Foundation, Inc. Covering The Reef Restoration – Key West Project, In An Amount Not To Exceed $12,000, DAC I, FY 2016 Capital Resources.

    Documents: D3.PDF

4. Approval Of An Agreement With Historic Florida Keys Foundation, Inc. Covering The Oldest House Roofing, Structural Repair And Plumbing Upgrade Project, In An Amount Not To Exceed $23,955, DAC I, FY 2016 Capital

Resources.

Documents: D4.PDF

5. Approval Of An Agreement With Florida Keys Land & Sea Trust, Inc. Covering The Crane House Public Restrooms Project, In An Amount Not To Exceed $24,955, DAC III, FY 2016 Capital Resources.

   Documents: D5.PDF

6. Approval Of An Agreement With The Studios Of Key West, Inc. Covering The Studios Of K.W. – Rooftop – Landscape, Lighting And Elevator Extension Project, In An Amount Not To Exceed $100,000, DAC I, FY 2016 Capital Resources.

   Documents: D6.PDF

7. Approval Of An Agreement With The Coral Restoration Foundation, Inc. Covering The Reef Restoration – Key Largo Project, In An Amount Not To Exceed $21,826, DAC V, FY 2016 Capital Resources.

   Documents: D7.PDF

8. Approval Of An Agreement With Dolphin Research Center, Inc. Covering The DRC Guest Restrooms/Changing Rooms Building Project In An Amount Not To Exceed $134,894, DAC III, FY 2016 Capital Resources.

   Documents: D8.PDF

9. Approval Of An Agreement With The City Of Marathon Covering The Coco Plum Shoreline Restoration And Stabilization Project, In An Amount Not To Exceed $125,000, DAC III, FY 2016 Capital Resources.

   Documents: D9.PDF

10. Approval Of An Agreement With Florida Keys History And Discovery Foundation, Inc. Covering The "Communities" Permanent Exhibit Build-Out Project, In An Amount Not To Exceed $30,000, DAC IV, FY 2016 Capital Resources.

    Documents: D10.PDF

11. Approval To Rescind Agreement With Florida Keys Wild Bird Rehabilitation Center, Inc. For The Wild Bird Parking Pavers Project.

    Documents: D11.PDF

12. Approval To Rescind Agreement With Key West Art And Historical Society, Inc. For The Custom House Mechanical Upgrade Project

    Documents: D12.PDF

13. Approval Of A Resolution To Provide For Additional Advance Registration, Booth Related Expenses And Travel Related Expenses For Trade Shows For Fiscal Year 2017 To Be Paid

From TDC Funds In Fiscal Year 2016.

Documents: D13.PDF

14. Announcement Of One Vacant Position On The Tourist Development Council District III Advisory Committee For One "At Large" Appointment.

    Documents: D14.PDF

15. Approval Of One "At Large" Appointment To The Tourist Development Council District I Advisory Committee.

    Documents: D15.PDF

E. STAFF REPORTS

F. LAND AUTHORITY GOVERNING BOARD 9:15 A.M.

1. Approval Of The Minutes For The February 10, 2016 Meeting.

   Documents: F1.PDF

2. Approval Of Contracts To Purchase Property For Conservation.

   a. Block 3, Lot 5, Eden Pines Colony First Addition, Big Pine Key

      Documents: F2A.PDF

   b. Block 5, Lot 18, Ramrod Shores Marina Section, Ramrod Key

      Documents: F2B.PDF

   c. Block 7, Lot 5, Ramrod Shores Marina Section, Ramrod Key

      Documents: F2C.PDF

   d. The East 50 Feet Of Lot 3, Block 6, Cutthroat Harbor Estates, Cudjoe Key

      Documents: F2D.PDF

3. Approval Of A Resolution Authorizing The Purchase Of Block 16, Lot 9, Coco Plum Beach For Conservation And Authorizing Subsequent Conveyance Of The Property To The City Of Marathon Subject To A Conservation Easement.

   Documents: F3.PDF

4. Approval Of A Resolution Authorizing The Executive Director And Executive Director's Designee To Execute Purchase Agreements On Behalf Of The Land Authority.

   Documents: F4.PDF

5. Approval Of A Resolution Regarding The Execution Of All Warrants, Legal Documents And Papers, And Other Instruments On Behalf Of The Land Authority.

   Documents: F5.PDF

G. FIRE & AMBULANCE DISTRICT 1 BOARD OF GOVERNORS - 9:30 A.M.

H. PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS – BULK APPROVALS

1. Approval Of An Exception To Section 2.02C Of The Personnel Policies And Approval To Create A New Executive Administrator Position (FTE) To Be Occupied For Up To Six Months Overlapping With The Current Executive Administrator Who Is Retiring By The End Of 2016.

   Documents: H1.PDF

2. Approval Of An Exception To Section 2.02C Of The Personnel Policies And Approval To Create A New Sr. Coordinator, Planning Commission Position (FTE) To Be Occupied For Up To Six Months Overlapping With The Current Sr. Coordinator, Planning Commission Who Is Retiring At The Beginning Of 2017.

   Documents: H2.PDF

3. Transfer $571,364 To Offset The Cost Of Permitting Waived By The BOCC Into Fund 180 For Development Of New Affordable Housing.

   Documents: H3.PDF

4. Approval Of Second Amendment To Agreement Between Selectron Technologies, Inc. And Monroe County, Amount Not To Exceed $4,945 For Enhancements To The Interactive Voice Response (IVR) System For Permit Inspection Scheduling, Reporting, And Providing Inspection Status To The Public.

   Documents: H4.PDF

5. Approval Of Supplemental #4 To The Joint Participation Agreement (JPA) AQN-53 With The Florida Department Of Transportation (FDOT) For The County's Transportation Planning Program.

   Documents: H5.PDF

6. Reject The Request By TD Group Holdings I, LLC, To Remove A Lot Aggregation Restrictive Covenant Recorded In The Monroe County Public Records File #1459136, Book #2028, Page #750 On July 23, 2004, By Rosie Perez For Four (4) Properties In Key Largo, Having Real Estate Number 00527340-000000.

   Documents: H6.PDF

7. Approval Of A Resolution Setting April 20, 2016, At The Marathon Government Center, Marathon For A Public Hearing For A Proposed Abandonment Of A Portion Of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, According To The Plat Thereof As Recorded In Plat Book 5, Page 60, Of The Public Records Of Monroe County, Florida, Adjacent To Lots 5, 6, & 7, Block 19 Of The Aforementioned Plat.

Documents: H7.PDF

8. Approval Of Grant Agreement No. 15084 (Agreement) Between Monroe County (County) And The Florida Fish And Wildlife Conservation Commission (FWC) Providing Reimbursement Funding To The County In An Amount Not To Exceed $74,943 For Derelict Vessel Removals, In Addition To Boating Improvement Funds Used For Derelict Vessel Removals.

   Documents: H8.PDF

9. Approval Of Resolution Correcting A Scrivener's Error In The Legal Description Of A Right-Of-Way Abandonment Resolution No 407-2015 Of Nautilus Street And Corsair Road, Duck Key.

   Documents: H9.PDF

10. Authorization For The Mayor To Sign A Letter Identifying The Priority Of Multiple County Project Applications Being Submitted For The 2016 Florida Fish & Wildlife Conservation Commission (FWC) Florida Boating Improvement Program (FBIP) Grant Funding Cycle, Including (In Order Of Priority): 1) Removal Of Thirty-Five Derelict Vessels, 2) Repairs At The Harry Harris Park Launching Facility, 3) Construction Of A New Kayak Launching Facility At Geiger Key, 4) Construction And Repairs At The Gulf View Park (Barcelona) Launching Facility, And 5) Construction Of A New Kayak Launching Facility At Palm Villa Park.
    ADD-ON 3/16/16

    Documents: H10A.PDF

I. PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

1. Discussion And Direction To Staff Regarding Open Permits

   Documents: I1.PDF

2. Approval To Add Three (3) Full-Time Equivalents (FTEs) For Building Department 1 Building Inspector/Plans Examiner And 2 Customer Service Representatives To Investigate, Take Action, And Work On Closing The 10,900+ Open Building Permits.

   Documents: I2.PDF

J. CLOSED SESSIONS - 1:30 P.M.

1. An Attorney-Client Closed Session In The Matter Of Tropical Bayside Leasing, LLC. V. Monroe County & State Of Florida Department Of Transportation, Case No. 15-CA-000115-P.

   Documents: J1R.PDF

2. An Attorney-Client Closed Session In The Matters Of 1) Monroe County V. Marine Mammal Conservancy, Inc. (MMC),

Code Compliance Case Nos. CEO6030008, CE09030107, CE11060014 And 2) Robert Denenberg V. Marine Mammal Conservancy, Inc, Richard Gudoian, Jr., Monroe County, Et Al., Case No. 14-CA-000364A-001PK.

Documents: J2.PDF

3. An Attorney-Client Closed Session In The Matter Of Galleon Bay Corp. V. Monroe County & State Of Florida, Case No. 2002-CA-595-K.

Documents: J3R.PDF

K. MONROE COUNTY SHERIFF'S OFFICE

1. Request For Expenditure From The Law Enforcement Trust Fund.

Documents: K1.PDF

L. COMMISSIONERS' ITEMS

1. MAYOR CARRUTHERS: Preliminary Discussion And Recommendations For Membership On Monroe County's Program For Public Information (PPI) Committee Based On FEMA Committee Requirements.
ADD-ON

Documents: L1A.PDF

2. MAYOR PRO TEM NEUGENT: Discussion And Direction To Consider Approval Of (Meal) Allowance Rates To Increase Breakfast From $6.50 To $10.00, Lunch From $13.50 To $15.00 And Dinner From $27.00 To $30.00 And To Consider Approval Of An Ordinance Amending Sec.2-110(3) Of The Monroe County Code To Update The County's Reimbursement Rates For Subsistence (Meals).

Documents: L2.PDF

3. COMMISSIONER KOLHAGE: Approval For The Appointment Of Peter Horton To The Key West International Airport Ad Hoc Committee On Noise, Replacing Kay Miler.

Documents: L3.PDF

4. COMMISSIONER KOLHAGE: Approval For The Appointment Of Norma Faraldo To The Key West International Airport Ad Hoc Committee On Noise, Replacing Nikali Pontecorvo.
REVISED BACK-UP: REPLACED SECOND PAGE 3/16/16.

Documents: L4R.PDF

5. COMMISSIONER KOLHAGE: Approval For The Re-Appointment Of Patrick Rice To The Monroe County RESTORE Advisory Committee.

Documents: L5.PDF

6. COMMISSIONER RICE: Approval To Reappoint David

Makepeace To The RESTORE Act Advisory Committee As The District 4 Representative.

Documents: L6.PDF

M. COUNTY CLERK

1. Report.

2. Revised Official Approval Of The January 20, 2016 Regular BOCC Minutes.
   REVISED WORDING AND BACK-UP: REVISED AIS AND ATTACHED BOCC MINUTES.

   Documents: M2R.PDF

3. Approval Of BOCC Warrants (Including Payroll) For The Month Of December 2015.

   Documents: M3.PDF

4. Approval Of Tourist Development Council Expenses For The Month Of February 2016.

   Documents: M4.PDF

5. For Information Only – FKAA Invoices For The Fiscal Year (To Include Salaries), Relating To The Cudjoe Regional Wastewater System Project. The Invoices Under $50,000 Are Being Provided For Information Only.

   Documents: M5.PDF

6. Approval Of FKAA Invoices $50,000 Or Over For The Fiscal Year (To Include Salaries), Relating To The Cudjoe Regional Wastewater System Project.

   Documents: M6.PDF

7. Fixed Asset Reconciliation For FY16.

   Documents: M7.PDF

8. Fixed Asset Inventory By Custodian For FY 16.

   Documents: M8.PDF

9. Fixed Asset Surplus Requests For March.

   Documents: M9.PDF

N. COUNTY ADMINISTRATOR

1. Report.

   Documents: N1.PDF

2. Approval To Advertise A Request For Proposals For Installing An In Situ Muck Aeration System In Canal #59 In Key Largo, Plus Installation In Up To 3 Additional Optional Canals (Canal #48 Key Largo, Canal #79 Key Largo, And Canal #80 Key Largo) And Providing A 2-Year Period Of Operations And Maintenance For Each Canal Selected.

Documents: N2.PDF

3. Approval To Advertise A Request For Proposals For Completing A Combination Organic Removal And Backfilling Canal Restoration Demonstration Project In Canal #84 Rock Harbor, Monroe County, Florida.

   Documents: N3.PDF

4. Rescission Of Item N-17 From The January 20, 2016 Regularly Scheduled Board Meeting Due To New Grant Terms And Conditions Contained In The Final Grant Agreement Received After The Board Meeting And Approval Of Grant Agreement S-0911 From The Florida Department Of Environmental Protection (FDEP) For $50,000 Of Funding Towards The $423,957.00 Total Cost Of Installation Of A Culvert On Canal #277 In Tropical Bay Estates On Big Pine Key, One Of The Original Canal Demonstration Projects.

   Documents: N4.PDF

5. Authorize Entering Into Amendment No. 7 With Erin L. Deady, P.A. To Extend The Time By Which The GreenKeys! Sustainability Action Plan (Plan) Will Be Completed.

   Documents: N5.PDF

6. Approval Of Amendment No. 7 To The Contract For Engineering, Design And Permitting Services Of The Demonstration Projects, With AMEC Foster Wheeler Environment And Infrastructure, Inc. Provide For An Extension Of Time And Additional Assessment, Design, Procurement, Access Coordination, And Permitting Services For A Combined Organic Removal And Backfilling Restoration Project At Canal #84 In Rock Harbor, Monroe County, Florida For An Amount Not To Exceed $77,993.20.

   Documents: N6.PDF

7. Approval Of Amendment No. 8 To The Contract For Engineering, Design And Permitting Services Of The Demonstration Projects, With AMEC Foster Wheeler Environment And Infrastructure, Inc. To Provide Additional Assessment, Procurement, Access Coordination And Permitting Services For A Demonstration Project For In Situ Muck Aeration At Canals #59, #48, #79 And #80 In Key Largo, Monroe County, Florida In An Amount Not To Exceed $99,596.10.

   Documents: N7.PDF

8. Approval To Enter Into Yard Waste Processing Agreement With Energy 3, LLC, For The County's Yard Waste To Be Processed At A Gasification Facility At A Rate Of $67.20 Per Ton.

   11:15 A.M. TIME APPROXIMATE

   Documents: N8.PDF

9. Approval Of The Monroe County 2016 Federal Legislative Agenda.

   Documents: N9.PDF

10. Presentation By South Florida Water Management District And Approval Of A Resolution Expressing The Support Of The Monroe County Board Of County Commissioners For Expediting And Funding Everglades Restoration Projects That Enhance Water Conveyance To The Florida Bay As A Critical Part Of The Everglades Ecosystem.

    10:00 A.M TIME APPROXIMATE
    REVISED AGENDA ITEM WORDING ONLY: CORRECTED "WASTE" TO "WATER" 3/16/16

    Documents: N10.PDF

11. Approval Of The Annual Appointments For The Older Americans Advisory Board.

    Documents: N11.PDF

12. Approval Of The Reappointment Of Ariana Nesbit To The Health Council Of South Florida For A Two Year Term In The Category Of Provider.

    Documents: N12.PDF

13. Presentation By Florida Keys Aqueduct Authority Regarding Florida Power And Light/Salt Water Intrusion/Wellfield.

    2:30 P.M. TIME APPROXIMATE

    Documents: N13.PDF

O. COUNTY ATTORNEY

1. Report.

2. Discussion And Direction Regarding Adopting An Ordinance That Prohibits Camping In County-Owned Parks And Recreational Facilities And That Provides The County Administrator With Authority To Waive That Prohibition.

   Documents: O2.PDF

3. Discussion And Direction Regarding Adopting An Ordinance That Prohibits Use And Operation Of Remote Or Radio-Controlled Model Devices In Monroe County Parks.

   Documents: O3.PDF

4. Approval Of The Third Amendment To Contract With Erin L. Deady, P.A. As Outside Legal Counsel For Issues Related To The RESTORE ACT.

   Documents: O4.PDF

5. Approval To Advertise For A Public Hearing To Consider An Ordinance Amending Section 18-27(N)(1) And (N)(2) Of The Monroe County Code (MCC), To Authorize Freestyle Bicycling In The Skate And Bike Parks Located At Key Largo

Community Park ("Key Largo Park") And Big Pine Key Park ("Big Pine Park").

Documents: O5.PDF

6. Approval Of A Resolution Renaming The Skate Parks At Key Largo Community Park ("Key Largo Park") And Big Pine Key Park ("Big Pine Park") To "Skate And Bike Parks", Ratifying New Rules And Regulations To Allow Freestyle Bicycling In The Skate And Bike Parks, And Posting Of Rules, Permissible Activities, And Assumption Of Risk Warning At The Designated Areas.

   Documents: O6.PDF

7. Approval Of Trespass After Warning Program Affidavit Of Authorization For Monroe County Sheriff's Office To Act As County Representative To Enforce Florida Statutes Against Trespassers On County Property And Authorize The County Administrator To Execute The Affidavit.

   Documents: O7R.PDF

8. Approval Of Settlement Stipulation And Consent Judgment Between Plaintiffs And Monroe County In Tropical Bayside Leasing, LLC, Et. Al, V. Monroe County, Et. Al., Case No. 15-CA-000115-P And To Authorize The County's Outside Counsel To Execute The Settlement Stipulation.

   Documents: O8.PDF

9. Discussion And Direction Regarding Preparation Of Ordinance Adding Cigarette Butts To The Definition Of "Litter" In Section 21-19 Of The Monroe County Code And To Define The Penalty For Violation Of The Code.

   Documents: O9.PDF

10. Report On Status Of The Rate Application Filed By K W Resort Utilities, Corp. (KWRU), Pending In Front Of Florida Public Service Commission, Docket No. 150071-SU; Discussion And Direction To Staff.

    Documents: O10.PDF

11. Authorization To Initiate Litigation Against Alexander Aguiar And Elizabeth Ginart And The Property Located At 239 Camelot Drive, Key Largo, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE05020427.

    Documents: O11.PDF

12. Authorization To Initiate Litigation Against Kenneth Allen Newsom And The Property Located At 30083 Pine Channel Road, Big Pine Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE08100108.

    Documents: O12.PDF

13. Authorization To Initiate Litigation Against Joseph Beaton And Elizabeth Beaton And The Property Located At 278 Scorpio Lane, Geiger Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE14120105.

    Documents: O13.PDF

14. Authorization To Initiate Litigation Against Joseph P. Clements And The Property Located At 728 Prado Circle, Big Coppitt Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE14120053.

    Documents: O14.PDF

15. Authorization To Initiate Litigation Against Jacob J. Freeman And The Property Located At 6 Egret Lane, Geiger Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE14120093.

    Documents: O15.PDF

16. Authorization To Initiate Litigation Against Mark Hotzapfel And The Property Located At 516 Park Dr., Rockland Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE15010049.

    Documents: O16.PDF

17. Authorization To Initiate Litigation Against Mark D. Robinson And The Property Located At 23072 Snapper Lane, Cudjoe Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE09040030.

    Documents: O17.PDF

18. Authorization To Initiate Litigation Against Ted R. Simpson And Friday Simpson And The Property Located At 16 Calle Uno East, Rockland Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE15010034.

    Documents: O18.PDF

19. Authorization To Initiate Litigation Against Joseph W. Walter, Jr. And Francesca V. Walter And The Property Located At 211 Venus Lane, Geiger Key, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE15010025.

    Documents: O19.PDF

20. Request To Hold An Attorney-Client Closed Session In The Matters Of Monroe County BOCC V. Construct Group Corp. And Berkley Regional Ins. Co., Case No. CA-K-15-844 And

Construct Group Corp. V. Monroe County BOCC, Case No. CA-P-15-563 At The Regularly Scheduled BOCC Meeting On April 20, 2016 In Marathon, FL At 1:30 P.m. Or As Soon Thereafter As May Be Heard.

Documents: O20.PDF

21. Authorization To Initiate Litigation Against Mr. And Mrs. Lester Day And The Property Located At 234 Hispanola Road, Key Largo, Florida, To Seek Compliance With The County Codes And Enforce A Lien Arising From Code Compliance Case Number CE08030073.

Documents: O21.PDF

P. PUBLIC HEARINGS - 3:00 P.M.

1. A Public Hearing To Consider A Request For A Beneficial Use Determination, And The Recommendations Of The Special Magistrate, For Property Legally Described As Block 9, Lot 1 Section 3, Bay Haven Subdivision (PB2-41), Key Largo, Approximate Mile Marker 94.5, Having Real Estate Number 00517650.000000, As Requested By Property Owners, Scott And Toni Beauchamp.

Documents: P1.PDF

2. A Public Hearing To Consider A Resolution Transmitting To The State Land Planning Agency And Ordinance By The Monroe County Board Of County Commissioners Amending Monroe County Comprehensive Plan By Creating A Definition Of Offshore Island; Amending Policies 101.5.8 And 101.13.5 Within The Future Land Use Element And Policy 207.1.2 Within The Conservation And Coastal Management Element To Further Clarify The Development Of Offshore Islands; Providing For Severability; Providing For Repeal Of Conflicting Provisions; Providing For Transmittal To The State Land Planning Agency And The Secretary Of State; Providing For Inclusion In The Monroe County Comprehensive Plan; Providing For An Effective Date. (Legislative Proceeding)

Documents: P2R.PDF

Q. SOUNDING BOARD

1. Request To Speak To The County Commissioners To Present A Petition Regarding The Ongoing Saltwater Intrusion On Park Drive In Key Largo Village – Carl Catalano.
   11:00 A.M. TIME APPROXIMATE

Documents: Q1.PDF

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: BOCC 3

Bulk Item: Yes ____ No ___ Staff Contact/Phone # Carol Schreck 292-3430
** *PRESENTATION***

AGENDA ITEM WORDING: Presentation of Mayor's Proclamation observing the month of March 2016 as Firefighter Appreciation Month in Monroe County.

ITEM BACKGROUND: Fire Chief Jim Callahan, or his designee, will receive the proclamation.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes _____ No X

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes _____ No _____ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Attorney _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

Mayor's Proclamation

FIREFIGHTER APPRECIATION MONTH IN MONROE COUNTY
March 2016

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens, and

WHEREAS, in addition to their daily service to our communities, firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past 61 years in the fight against neuromuscular diseases, and

WHEREAS, Florida firefighters, including Monroe County firefighters, collected over $1.4 million in over 300 communities with their 2016 "Fill the Boot" campaign for the MDA, again making them the MDA's largest source of funding, and

WHEREAS, the Muscular Dystrophy Association is extremely grateful to the Monroe County firefighters for their support and dedication, and

WHEREAS, the funds collected by Monroe County firefighters assist the MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families, and

WHEREAS, in honor of the efforts of Monroe County firefighters, the Muscular Dystrophy Association is sponsoring the "Monroe County Firefighter Appreciation Month," and

WHEREAS, it is appropriate for all Monroe County citizens to join the Muscular Dystrophy Association in this tribute to our fire fighters.

NOW, THEREFORE, I, Heather Carruthers, Mayor, by virtue of the authority vested in me by Monroe County, Florida, hereby proclaim March 2016 as:

FIREFIGHTER APPRECIATION MONTH

in the "Southernmost County" of the continental United States. I commend all of the firefighters of Monroe County Fire Rescue for their efforts on behalf of the Muscular Dystrophy Association and for their dedicated service to our community.

Signed this 23rd day of March, 2016.

_____

Heather Carruthers, Mayor

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: _____March 23, 2016_____ Division: ____ Mayor / BOCC_3_____

Bulk Item: Yes _____ No ___ Department: ___ Heather Carruthers_Dist 3_____

proclamation Staff Contact /Phone #: _Carol Schreck_____
305-292-3430

AGENDA ITEM WORDING: Presentation of Mayor's Proclamation observing April 5, 2016 as National Service Recognition Day. [Presentation to be made off-site]

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:0____ **INDIRECT COST: _____0_____BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____0_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No __0_____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included __x__ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

A PROCLAMATION DECLARING APRIL 5, 2016 AS NATIONAL SERVICE RECOGNITION DAY

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet local government needs; and,

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our counties and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 5, 2016.

THEREFORE, BE IT RESOLVED that I, Heather Carruthers, Mayor of Monroe County, do hereby proclaim April 5, 2016 as:

NATIONAL SERVICE RECOGNITION DAY

and encourage residents to recognize the positive impact of national service in our city, to thank those who serve; and to find ways to give back to their communities.

Signed this 23rd day of March, 2016

_____

Heather Carruthers, Mayor

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 – KL Division: Commissioner – District 5

Commissioner Sylvia Murphy

Bulk Item: Yes ___ No XX Staff Contact Person: (305) 453-8787

AGENDA ITEM WORDING: Presentation by the Florida Keys Council for People with Disabilities to publicly recognize and extend its appreciation to Mike Nalepa for his steadfast and tireless service with the Council in educating and working with the Council to ensure the County's compliance with ADA to assist those with disabilities throughout Monroe County.

ITEM BACKGROUND: On August 2, 1985, the Board, in its desire to assist and aid the physically handicapped in any and all ways that are legally possible, established a commission for the specific purpose of aiding the physically handicapped through Monroe County. This Commission now exists as the Florida Keys Council for People with Disabilities. The Council, and the Board, wishes to publicly recognize Mike Nalepa for his steadfast and tireless service with the Council. Mike was instrumental in not only continually educating the Council on ADA requirements but in guiding and laying the groundwork for continued progress to ensure compliance throughout Monroe County. Mike's efforts have touched, and will continue to touch, the lives of many in Monroe County who are faced with the daily challenge of living with a disability.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: N/A

TOTAL COST: N/A **INDIRECT COST:** **BUDGETED:** Yes ____ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No xx **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Engineering Department

Bulk Item: Yes ___ No X Staff Contact /Phone #:Judith S. Clarke/4329

AGENDA ITEM WORDING: Presentation of years of service award for 10 years of service to Monroe County to Francisco Palomares, Maintenance Mechanic, Card Sound Toll.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: N/A **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

10 YEARS OF SERVICE AWARD
to
FRANCISCO PALOMARES

On December 7, 2005, Francisco Palomares began working at the Card Sound Toll Authority as a Maintenance Mechanic. His duties include maintaining the right-of-way along CR 905 and Card Sound Road, maintaining the equipment he uses and making repairs to the toll booth facility.

From the beginning of his employment, Francisco proved to be a most conscientious and reliable member of the Card Sound team. He is friendly, with a good sense of humor, and his cheerful and his positive attitude is an encouragement to his co-workers.

Francisco recently completed the week-long OSHA 30 training with other members of the Public Works staff. He has also completed bucket truck safety training and FDOT Maintenance of Traffic training.

Francisco takes special pride in his work, cutting the grass and trimming the trees along the right–of–way he helps maintain, knowing that for many visitors, traveling over the Card Sound Bridge and along Card Sound Road, this will form their first impression of Monroe County.

Francisco is an asset to the Monroe County Public Works Division and we thank him for his 10+ years of outstanding and dedicated service. We hope he'll be with us for at least another 10 years! Keep up the good work.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Engineering Department

Bulk Item: Yes ___ No X Staff Contact /Phone #:Judith S. Clarke/4329

AGENDA ITEM WORDING: Presentation of years of service award for 10 years of service to Monroe County to E. Donald Crouch, Card Sound Toll Superintendent.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: N/A **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

Don Crouch – 10 Years of Service
March 13, 2016

Don Crouch began his service with Monroe County on March 13, 2006 as the Superintendent of Card Sound Toll Facility.

Don supervises one on the most remote outposts in the County. It is, however, the first point of contact many travelers have with the County staff. Don and his staff ensure that the Toll Facility, which is a 24 hour, 7 days a week schedule, is staffed at all times. He even mans that toll booth himself when necessary. Under his leadership, we have received frequent compliments about how friendly and helpful the toll booth staff is. Don prides himself in keeping the staff at Card Sound well informed about any changes that may be happening within Monroe County government as well as in Monroe County as a whole. He must also deal with frequently changing traffic situations whether they be backups on holidays or increased traffic during US-1 shutdowns. He also sees more bicyclists coming through the toll plaza than any other single place in the County.

Through all of these challenges Don remains calm and always, a gentleman. We congratulate him on reaching ten years of service with Monroe County.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No ___

Department: Airports
Staff Contact Person: T.J. Henderson

AGENDA ITEM WORDING: Approval of the 1st Amendment to the Customs Service Agreement between Monroe County and the Marathon Jet Center, the amendment delays the billing of operational costs from the County to Marathon Jet Center until the facility is open and operational. The total additional cost to the Marathon Airport fund 403 is estimated to be $1253.

ITEM BACKGROUND: The County entered into a Customs Service Agreement with the Marathon Jet Center (FBO) at the Florida Keys Marathon International Airport on April 16, 2014. The Agreement set forth the operational and financial responsibilities of the County and the Marathon Jet Center. The Agreement also required that the Marathon Jet Center reimburse the County for operational costs.

The County and the Jet Center expected that the operational costs would begin to accrue concurrently with the actual start of the Customs Service Operation. The operational costs (mostly associated with the telephone utilities) have started but the facility is not yet open or operational. This amendment delays the billing of operational costs from the County to Marathon Jet Center until the facility is open and operational.

PREVIOUS RELEVANT BOCC ACTION: .

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $_____ **BUDGETED:** Yes X No ___

COST TO COUNTY: $_____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH:** _____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY
Contract #

Contract with: Marathon Jet Center

Effective Date: 1st day of U.S. CBP operations
Expiration Date: 5 years after commencement

Contract Purpose/Description: This is the 1st amendment of the April 16, 2014 agreement with the Marathon Jet Center to provide full aircraft handling services and operational expense reimbursement for the operation of a U.S. Customs and Border Protection (CBP) Facility at the Florida Keys Marathon Airport.

Contract Manager: Thomas J. Henderson # 6060 (name) (Ext.)

Airports - Stop # 15 (Department/ Stop)

for BOCC meeting on: 3/23/16

Agenda Deadline: 3/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $140,874 1st year
$123,438 succeeding years

Current Year Portion:

Budgeted: Yes
Grant: N/A
County Match: NA

Account Codes: 635001

Estimated Ongoing Costs:
(not included in dollar value above)

ADDITIONAL COSTS
For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes	Changes Needed No	Reviewer	Date Out
Airports Director	3/1/16	( )	(X)	Don DeGraw	3/1/16
Risk Management	2/26/15	( )	(✓)	for Risk Management	2/29/16
O.M.B./Purchasing	2/26/15	( )	(✓)	for OMB	2/26/16
County Attorney	2/23/16	( )	(X)	County Attorney	2/23/16

Comments: _____

1st AMENDMENT TO CUSTOMS SERVICE AGREEMENT
FLORIDA KEYS MARATHON AIRPORT
MARATHON JET CENTER, INC.

THIS AMENDMENT IS made and entered into this 23rd day of March, 2016 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter "County", and Marathon Jet Center, Inc., a Florida corporation, whose address is 8800 Overseas Highway, Marathon, FL 33050, hereafter "Provider".

WITNESSETH:

WHEREAS, the County owns property known as the Florida Keys Marathon Airport, located in Marathon, Monroe County, Florida, hereinafter referred to as "Airport"; and

WHEREAS, on the 16th day of April 2014 the County and Marathon Jet Center entered into an Agreement (hereafter Original Agreement) setting forth each party's responsibilities for the provision of Customs service at the Airport; and

WHEREAS, it was the intent of the parties that the payments for operational and maintenance costs would not transition from the County to the Provider until the Customs Service facility became operational; now therefore,

IN CONSIDERATION of the mutual covenants, promises and premises herein contained, the parties hereto agree to amend the Original Agreement as follows:

1. Subparagraph 4.g. of the Original Agreement is amended to read as follows:

4. **PROVIDER RESPONSIBILITIES**

g. Every 3 months upon receipt of invoice from the County, Provider will reimburse the county for all operating and maintenance expenses incurred related to Customs service that occurred in that time period. However, accrual of operating and maintenance expenses shall not begin, and provider will not have to reimburse County, until such time as the Customs Service begins operation. The transition from County responsibility to provider responsibility shall occur on the date Customs Service is available and open to the public. Operating expenses shall be defined as those services required and items used in the day to day operations of the Customs Service office and shall include, but not be limited to, office supplies, lavatory supplies, postage and postal supplies, phone service,

janitorial service, etc. Maintenance expenses shall be those expenses incurred to maintain any of the infrastructure or any of the equipment constructed, erected or installed in the Customs Service leasehold and shall include, but not be limited to, the costs of computer maintenance and/or upgrade, HVAC maintenance (only for any required and newly installed Customs dedicated HVAC), fixtures and fixed improvements maintenance, etc. Except for the expenses associated with ongoing computer maintenance and/or upgrades which shall be borne by Provider, the maintenance expenses will be waived for the first (3) three years of this Agreement.

2. All other provisions of the April 16, 2014 original Customs Service Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF County and Provider hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By_____
Clerk

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

PROVIDER: Marathon Jet Center, Inc.

Title: Manager and President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/23/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes XX No ___

Division: County Administrator
Staff Contact Person: T.J. Henderson

AGENDA ITEM WORDING: Approval to issue a bid solicitation for landscaping services at the Florida Keys Marathon International Airport.

ITEM BACKGROUND: Marathon Airport is in need of a contract landscaping service to maintain 200 acres of Airport property.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $ 500.00

BUDGETED: Yes XX No ___

COST TO COUNTY: $ 0.00

SOURCE OF FUNDS: 403-63501-530498

COST TO AIRPORTS: $500.00

REVENUE PRODUCING: Yes ___ No XX

AMOUNT PER MONTH: _____

APPROVED BY: County Atty ___ OMB/Purchasing CB Risk Management MJ

DOCUMENTATION: Included ____ Not Required X

DISPOSITION: _____

AGENDA ITEM # Eg W2

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Information Technology

Bulk Item: Yes X No ____ Staff Contact /Phone #: Alan MacEachern / 8792

AGENDA ITEM WORDING: Approval of Agreement between Gartner, Inc. and Monroe County for research, analysis of products and systems for the County in selecting hardware, software solutions, telecom, and other IT services.

ITEM BACKGROUND: Monroe County IT is seeking assistance with analysis of current products and systems as well as future purchases of hardware, software, telephone system ($800,000+ budgeted for new system in the Capital Improvement Budget for FY16) and other services needed to transition county operations to more streamlined and efficient operations.

Contract term start date is April 1, 2016 through March 31, 2017

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New 1 year term.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $34,608.08 **INDIRECT COST:** $0.00 **BUDGETED:** Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $34,608.08 **SOURCE OF FUNDS:** FY16 Operating budget 05002 530340

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER MONTH** $0 **Year** $0

APPROVED BY: County Attorney CGBP OMB/Purchasing ____ Risk Management MS

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Gardner,Inc Contract #_____

Effective Date: April 1, 2016

Expiration Date: March 31,2016

Contract Purpose/Description:

Approve Agreement between Gartner, Inc. and Monroe County for research, analysis of products and systems for the County in selecting hardware, software solutions, Telecom, and other IT services

Contract Manager: Alan MacEachern (Name) | 8792 (Ext.) | Information Technology / 5-B (Department/Stop #)

for BOCC meeting on March 23,2016

Agenda Deadline: March 8th 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ $34,608.08 Current Year Portion: $

Budgeted? YesX☐ No ☐ Account Codes: 001-05002-530340-_____-_____

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	_____	Yes☐ No☐	_____	_____
Risk Management	3-7-16	Yes☐ No☐	M. Shud	3-8-16
O.M.B./Purchasing	3/9/16	Yes☐ No☑	Cristina Brickell	3/9/16
County Attorney	3/8/16	Yes☐ No☒	Christine Hilbert-Barnes	3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Gartner, Inc. Service Agreement for Monroe County ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Monroe County of 1200 Truman Ave Suite 211, Key West, FL 33040-7270 ("Client"), and includes the Master Client Agreement between Gartner and Client or Client's parent or affiliate Florida ACS Contract 973-501-12-ACS dated 6/7/12 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Total Fee $
Gartner for IT Leaders	Individual Access Advisor	1	Alan MacEarchern	April 1, 2016	March 31, 2017	$34, 608.00
				Total Services:	(Excluding applicable sales tax)	$34,608.00

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for IT Leaders Individual Access Advisor	http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client on a quarterly basis in the amount of $8,652.00 (1/4 of the total amount of $34,608.00.00 for all Services rendered) in accordance with the Prompt Payment Act, F.S. 128.70. Payment is due 90 days from the invoice date. Client, is a political subdivision of the State of Florida and thus shall not pay any sales, use, value-added or other tax or charge imposed or assessment by any governmental entity upon the sale, use or receipt of Services, including any taxes imposed on the net income of Gartner.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.

Gartner and Client acknowledge that the payment terms in this Service Agreement are non-standard and these terms are only available for this contract term. Upon renewal the services will be renewable at the then prevailing Gartner fees at the time of renewal, using standard upfront net 30 payment terms.

DS
TH

4. CLIENT BILLING INFORMATION

Purchase Order Number	*Billing Address*	
Invoice Recipient Name	*Invoice Recipient Email*	*Invoice Recipient Tel. No.*

5. AUTHORIZATION

Client:	**Gartner, Inc.**
	DocuSigned by: Tania Hinds March 9, 2016 D4B8A7DDB989466
Signature/Date	*Signature/Date*
	Tania Hinds Gartner Contracts Specialist
Print Name and Title	*Print Name and Title*

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine L. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/9/16

DS TH

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS
INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the "Service") provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles as well as the option of inquiry with Gartner Analysts.

DELIVERABLES
Each user designated by Client ("Licensed User") receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS
The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:
http://www.gartner.com/technology/about/policies/events-terms.jsp

Unless otherwise stated above, use of this Service is governed by the Usage Guidelines for Gartner Services which are accessible on the Policies section of gartner.com.

Monroe County Engagement Plan & Proposal

Jenn Brauer
Gartner
11/2/2015

Gartner

Executive Summary: Monroe County

The following business goals will be impacted by the technology support Gartner provides:

- **Cost Containment**
- **Enhancing Constitute Services**
- **Improve Operational Effectiveness**

Technology Priorities

- **Become more automated internally to provide better support and be more efficient (software)**
- **Identify external facing opportunities for automation**
- **Familiarize and get an unbiased, objective insight into Government vendors/technologies to better make informed decisions.**
- **Shift to more of an enterprise culture**

Gartner's Support for Monroe County's Key Initiatives:

Gartner is uniquely positioned with its research, analysts, and access to peer networking to proactively deliver best practices and insights around these initiatives helping you save time and avoid risk. We can ensure you achieve your goals in a more cost-effective manner by selecting the right products and getting the best terms and pricing. We will alert you to important innovations, to be at the top of your game as an IT organization. Gartner has aligned the proposed services with your key initiatives in mind.

Proposed - Gartner for IT Leaders Advisor Membership for Alan MacEachern. Provides unlimited research, pre-made customizable templates, benchmarking data, and on-demand access to analyst calls & document reviews.

The ROI Proof

Gartner's Aspiration – that our services deliver

10X return on your investment

8.3 out of 10 companies choose to renew their Gartner services, annually

30 – 60% reduction in the decision time for a major initiative

10 – 20% savings found when Gartner reviews strategic vendor contracts to include hardware, software, telecom and services

The Gartner benefit costs less than .5 of an FTE - One FTE cannot know all that the Gartner resources provide

Gartner

Why Gartner?

There's an abundance of opinion on IT, but a shortage of advice you can rely on.

Gartner has been a trusted advisor since 1979, and for good reasons:

- Our reputation for independent, objective and candid advice
- Our unequaled breadth and depth of technology expertise
- Our rigorous analytical methodologies

Research	Consulting	Events
• 900 + analysts • In-depth coverage in nine industries • 110,000 searchable documents across 1,200 technology and business topics • 12,000 annual vendor briefings	• 480 consultants • 1,700 annual engagements • 5,500 benchmarks	• 64 annual conferences worldwide • 40,000 attendees • 1,100 exhibitors

Our services constantly evolve with our clients' needs, but our commitment to your success never changes.

Gartner

How IT Clients use Gartner

Learn From Research

110,000 research docs across 1,200 topics covering all aspects of IT

Deep vertical coverage in nine industries

Targeted to your role, key initiatives and purchasing decisions

Talk to an Expert

900 + analysts engaging in 290,000 client interactions a year in 85 countries

Specific advice on your challenges, opportunities and projects

Proprietary methodologies and interactive models applied to provide clear insight and actionable advice

Network With Peers

Exchange ideas, expertise and best practices with peers

Connect with a growing community of peers drawn from our clients in 12,000 organizations

World's largest community of CIOs and senior IT executives

Attend Conferences

64 yearly conferences worldwide attracting 40,000 attendees

Content specific to your role, key initiatives and purchasing decisions

Access to analysts, industry peers and top solution providers

Initiate an Engagement

480 experienced consultants with industry-specific expertise

Measure and improve performance using unmatched data from 5,500 benchmarks

Leverage industry research and unmatched market data

Gartner

How can Gartner add value & provide an ROI?

Cost Avoidance

Save 20-30% on your total spend by analyzing the Total Cost of Ownership, ROI & Benefits, Scope & Risk

Budget/Staff Justification

Understand what other organizations like yours are spending or what you should plan for resources for individual projects

Contract Savings

We review hardware, software, telecom & services contracts / proposals yearly - we find savings averaging 10-25% in: 90% of Telecom; 75% Hardware & Software

Maturity Assessments

Immediately understand IT process maturity and improvement steps

Time is Money

Average decisions in small-midsize organizations take 8-9 months, Gartner reduces that decision time frame by 30 – 60%

Contract Negotiations

Immediately know best in class unpublished price, terms, service levels, clauses, etc.

Head Count/Staff Extension

How much would it cost to staff 650 IT subject matter experts? 1 Full-Time Employee with more than 25 years IT experience? 1 Consultant?

Decision Confidence

Use one trusted, unbiased source for all your due diligence – lead with confidence

Benchmarking / IT Key Metrics

Save 19% of overall IT costs by understanding the best in class metrics; know what your IT spend should look like as % of Revenue and operational budget

Improve Project Delivery

We can provide realistic insight into project timelines and provide the best practices to contribute to their on time, on budget delivery

Gartner

Gartner – Contract Review Value:

MAJOR VENDORS:

- Microsoft
- NetApp
- HP
- VMWare
- Hitachi
- Adobe
- AT&T
- BEA
- BMC
- CA
- Cisco
- Citrix
- Dell
- EMC
- IBM
- Novell
- Oracle
- SAP
- Siebel
- Software AG
- Sun
- Symantec
- Verizon

If you answer 'yes' to any one of these questions, engage with Gartner to support your decision points:

- Will you be acquiring new hardware, software, or support?
- Will you be adding on to an existing contract?
- Is your support or maintenance agreement coming up for renewal?

13,000+ Client Organizations

- All industries
- All sizes
- All geographies

Over 9,000 Proposals Reviewed Annually

(new spend and renewals)

100+ Dedicated Contract Review Analysts

- Hardware
- Software
- Telecom
- Services

- **Review unit pricing**
- **Ensure you are aware of "hidden costs"**
- **Ensure you know which technologies actually work**
- **Ensure you don't pay for things you don't need**
- **Give you proven guidance for getting fair pricing and terms**

Revised Proposals

Client Impact

On average we deliver ***hard dollar savings***

- On 75% of proposals reviewed
- 10-17% per proposal average

A Few Examples From Florida Local Government Clients:

$450K saved on Microsoft (reseller SHI) – Analyst Dolores Ianni for **Orlando Utilities Commission (OUC)**

$300K saved on Hitachi (reseller Presidio) – Analyst Stan Zaffos for **Palm Beach Sheriff's Office**

$209K+ saved on Oracle – Analyst George Weiss & Joe Neapolitan for **Palm Beach Sheriff's Office**

$75K saved on NetApp SAN Appliance – Analyst Stan Zaffos for **Lee County Sheriff 's Office**

$125K saved on Microsoft (reseller SHI) – Analyst Dolores Ianni for the **City of Fort Myers**

$51K saved on Microsoft (reseller SHI) & Cisco Smartnet – Analysts Dolores Ianni & Christine Tenneson for **Charlotte County**

$35K saved on NetApp – Analyst Stan Zaffos for **Lee County Clerk of Court**

$200K+ saved on Microsoft EA – Analyst Frances O'Brien for **Sarasota County**

$30K saved on Oracle – Analyst Jane Disbrow for **South FL Water Management District**

$32K saved on Cisco (reseller Presidio) – Analyst Christine Tenneson for **South FL Water Management District**

$20M saved on Oracle ERP Suite - Analyst Jane Disbrow onsite for full day of quote reviews & contract guidance at

Gartner

Monroe County/Gartner Support

Institutional Strategy	IT Initiative	Description and Objective	SAMPLE GARTNER RESOURCES	ORGANIZATIONAL IMPACT
Cost Optimization & Containment	**Replacing Telephone Switches**	Replacing Nortel/Avaya switches due to end of life. $900K	**Know When It's Time to Replace Enterprise Network Equipment** **IT Market Clock for Enterprise Networking, 2015** **Rightsizing the Data Center Network — The Move Toward Fixed Form Factor Core** **Self-Sparing and Fixed Form Factor Switches Can Help You Get a New Data Center Network** **Sample Subject Matter Expert Bio:** *Mark Fabbi, vice president, distinguished analyst leads Gartner's research in Enterprise Network Infrastructure and touches on all aspects of enterprise network design, including network technologies, vendors and strategies. Major focus areas include networking technologies for virtualized data centers; improving application performance using technologies such as application delivery controllers and WAN optimization that span the gap between applications and networks; and helping clients achieve more equitable financial relationships with key vendors.*	• Gartner will review your telecom agreement to identify areas for optimizing costs, provide negotiation tips and compare your pricing against other contracts to ensure you are getting the best possible deal. • Gartner will help you through the vendor selection process by providing unbiased, objective insight on each of the vendors including pros/cons to help you make an informed decision.

Gartner

SAVE TIME * SAVE MONEY * MITIGATE RISK

Monroe County/Gartner Support

Institutional Strategy	IT Initiative	Description and Objective	SAMPLE GARTNER RESOURCES	ORGANIZATIONAL IMPACT
Enhance Constitute Services	**Understanding technologies, vendors and future of IT within the Government industry**	Familiarize and get an unbiased, objective insight into Government vendors/technologies to make informed decisions for the County.	**Agenda Overview for Government, 2015** **Government Research Roundup, 1H15** **Government CIOs Need a Simple Digital Strategy to Lead Change in a Complex World** **2015 CIO Agenda: A Gulf Cooperation Council Perspective** **Cool Vendors in Government, 2015** **Hype Cycle for Digital Government, 2015** **Sample Subject Matter Expert Bio:** *Rick Howard is a Research Director and government research Agenda Manager at Gartner, where he focuses on public-sector IT solutions, management practices and technology trends. Mr. Howard's key areas of coverage in government include big data analytics, business intelligence, open government data and services, cross-agency case management, CRM, interoperability, eligibility and benefits fulfillment systems, and emerging digital government business models.*	• Gartner's government agenda provides CIOs, IT leaders and other decision makers with the research needed to effectively apply technology to business needs. To create a shared understanding of the strategic value of IT among government stakeholders, Gartner has oriented its annual government agenda around the central themes of engagement, connection and resourcing. • On demand access to government analysts who are speaking with your peers every day will keep you educated and informed on your industry to make IT decisions that will enable Monroe County's goals.

SAVE TIME * SAVE MONEY * MITIGATE RISK

Monroe County/Gartner Support

Institutional Strategy	Initiative	Description and Objective	SAMPLE GARTNER RESOURCES	ORGANIZATIONAL IMPACT
Improve Operational Effectiveness	**Become more automated internally/externally**	• Become more automated internally to provide better support and be more efficient (software) • Identify external facing opportunities for automation	**Consider Heuristics the Future of Smart I&O Automation** **IT Market Clock for IT Automation, 2015** **Innovation Insight for Continuous Configuration Automation Tools** **Mapping Workload Automation to IT Bimodal Needs** **Hype Cycle for I&O Automation, 2015** **Example Subject Matter Expert Bio:** *Robert Naegle is a Research Director providing research on operations management and business value, specifically IT process automation, IT financial management tools, I&O business value dashboards, and IT maturity (ITScore) for I&O and business continuity. Mr. Naegle is based in Utah. He is a member of the IT Operations Management team and focuses on network monitoring technologies, IT financial management tools, and more*	• Gartner currently tracks more than 10 different IT automation segments and related sub-segments, ranging from tactical, task-based tools to strategic service-provisioning-focused solutions • Gartner helps clients evaluate current tools for automation capabilities and existing automation skill sets. • Gartner can review your plan for enabling and expanding automation investments. • Tools such as our Market Clock will help identify opportunities and set realistic expectations.

SAVE TIME * SAVE MONEY * MITIGATE RISK

Gartner

Gartner for IT Leaders

Tailored insight for your role as an IT leader

Gartner for IT Leaders helps you get the most value from your key initiatives and IT purchases.

Roles:

- Applications
- Business Intelligence & Information Management
- Business Process Improvement
- Enterprise Architecture
- IT Infrastructure & Operations
- Program & Portfolio Management
- Security & Risk Management
- Sourcing & Vendor Relationships

*Available to Advisor-level clients

Role-Focused Research and Resources

Just-in-time insight. Configure Gartner Business Wizard to deliver just-in-time insight on your key initiatives and IT purchases.

Hard data. Make more-informed, fact-based decisions using our proprietary IT Key Metrics Data, Vendor Ratings, Magic Quadrants and Hype Cycles.

Focused role insight. Customize your My Gartner home page to get timely insight targeted to the unique needs of your role.

Contract reviews. Uncover hidden savings and negotiate with confidence, informed by the thousands of contracts we review each year.*

Tools you can use. Get your job done better, faster and more easily with our library of customizable toolkits and templates.

A global network of experienced peers. Engage like-minded peers through our exclusive Gartner Peer Connect client community.

Gartner

Near term Solution - Gartner for IT Leaders Advisor License:

Advisor license deliverables:

- **Un-limited Gartner for IT Leaders content & un-limited Analyst inquiry (935+ Analyst's)**

Content includes:

Gartner Core IT Research, Role-Specific IT Research & Public Sector Industry Specific Research

- **Benchmark Analytics: IT Key Metrics Data -** Rapidly identify trends in IT spending and staffing, unit costs and performance measures across critical IT domains. Represented in 93 reports with over 2,000 published IT metrics and Industry Perspective State & Local Government Report

- **Hundreds of Toolkits & Templates for each functional role**

TEMPLATES & SAMPLES:

RFI/RFP/RFQ templates, sample plans, budgets, business cases, communications, policies, requirements, metrics & agreements, sample organizational structures, job descriptions, forms, questionnaires & checklists

ASSESSMENT TOOLS:

Interactive diagnostic tools, Readiness, maturity, risk and skills assessments, Audits and scorecards

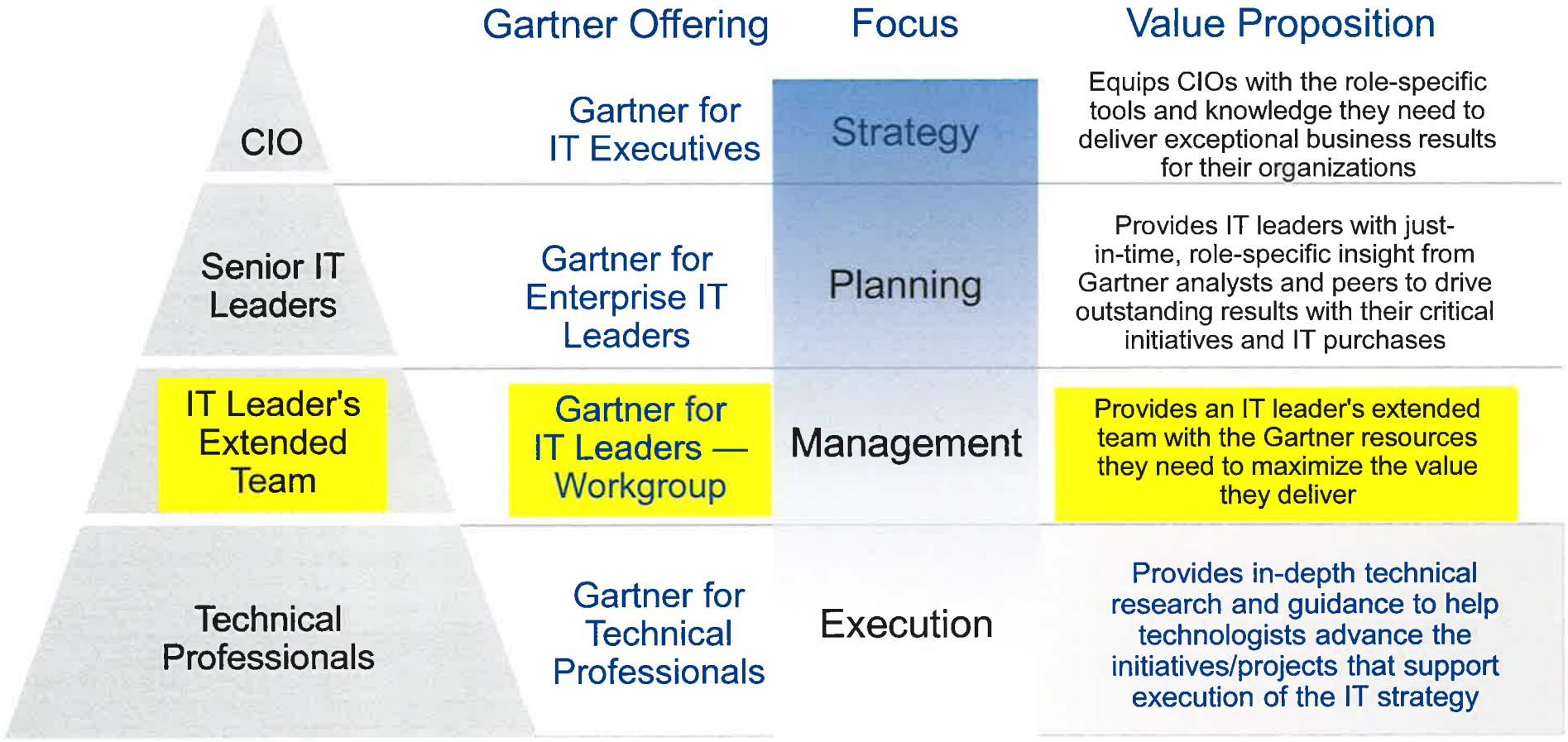
DECISION SUPPORT TOOLS:

Vendor, product and service selection tools, Decision-oriented tools and TCO calculators (e.g., buy vs. lease, in-source vs. outsource, upgrade vs. replace)

- **ITScore – online maturity assessments for enterprise & functional roles**
- **Online budget tool – leverages proprietary IT Key Metrics Data**
- **Peer Connect – Gartner's online peer networking with over 15,000+ members**
- **Select Vendor Reports**
- **Weekly Picks, News Analysis & Industry picks**
- **Webinars Featuring Gartner Analysts**
- **Talking Technology Series**
- **(1) Gartner Summit conference ticket (May be applied to Symposium plus $2,000)**

(2-3 day topical event – example Infrastructure & Operations)

Gartner solutions are tailored to support the unique needs of IT professionals at every level of your organization



Gartner

AMENDMENT 2
CONTRACT RENEWAL 2
TO
Alternate Contract Source No.: 973-501-12-ACS
IT Research & Advisory Services

This Amendment, effective as of the last date signed below, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Gartner, Inc. (Contractor), and amends the Alternate Contract Source No. 973-501-12-ACS (Contract). Department and Contractor are collectively referred to herein as the "Parties."

The parties hereto agree to amend the contract to add the following provisions:

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a one-year period pursuant to the provision of PUR 1000, section 27. The new contract expiration date shall be April 30, 2016.

2.0 EMPLOYMENT VERIFICATION (E-VERIFY)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor is to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

3.0 SCRUTINIZED COMPANY LIST

Pursuant to subsection 287.135(5), F.S., by signing a contract or renewal of a contract where the value exceeds $1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

Pursuant to subsection 287.135(3)(b), F.S, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

4.0 CONTRACTOR – PUBLIC RECORDS

If, under the Contract, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract 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 the Department in a format that is compatible with the information technology systems of the Department.

5.0 WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

6.0 REPLACEMENT CONTRACT.

A replacement contract may be established for these services prior to the expiration of this renewed contract. The replacement contract shall supersede and may cause early termination of this contract, 973-501-12-ACS.

7.0 CONFLICT

To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract, or as previously amended, remain in full force.

State of Florida,
Department of Management Services:

By: _____

Name: Chad Poppell

Title: Secretary

Date: 4-28-15

Contractor: Gartner, Inc.

By: _____

Name: Phillip A. Cummings

Title: Director, Government Contracts

Date: 30 March 2015

Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN

GARTNER, INC. **(THE "CONTRACTOR")**
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

CONTRACT NO.: 973-501-12-ACS DATED 06/06/2012 (THE "CONTRACT")

PURSUANT TO SECTION 216.0113, FLORIDA STATUTES, THE UNDERSIGNED CONTRACTOR HEREBY ATTESTS THAT THE CONTRACTOR COMPLIES WITH THE PREFERRED-PRICING CLAUSE CONTAINED IN SECTION 4(b) OF THE PUR1000 INCORPORATED IN THE CONTRACT.

PRINT CONTRACTOR'S NAME: GARTNER, INC.

BY: _____ DATE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT REPRESENTATIVE'S NAME/TITLE: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by _____.

_____
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____Produced the following I.D. _____

VENDOR NAME_____FEIN#_____
VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE
_____
ADDRESS_____
CITY, STATE, ZIP_____
PHONE NUMBER_____
EMAIL ADDRESS _____

CORPORATE SEAL (IF APPLICABLE)

AMENDMENT 1
CONTRACT RENEWAL
TO
Alternate Contract Source No.: 973-501-12-ACS
IT Research & Advisory Services

This Amendment, effective as of the last date signed below, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Gartner, Inc.(Contractor), and amends the Alternate Contract Source No. 973-501-12-ACS (Contract). Department and Contractor are collectively referred to herein as the "Parties."

The parties hereto agree to amend the contract as follows:

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a one-year period pursuant to the provision of PUR 1000, section 27. The new contract expiration date shall be April 30, 2015.

2.0 WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

3.0 REPLACEMENT CONTRACT.

A replacement contract may be established for these services prior to the expiration of this renewed contract. The replacement contract shall supersede and cause early termination of this renewed contract number 973-501-12-ACS.

4.0 CONFLICT

To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract, or as previously amended, remain in full force.

State of Florida,
Department of Management Services:

By: Kelley J. Scott

Name: Kelley J. Scott

Title: Director of State Purchasing & Chief Procurement Officer

Date: 4/8/14

Contractor: Gartner, Inc.

By: Philip A. Cummings

Name: Philip A. Cummings

Title: Director, Government Contracts

Date: 24 March 2014

Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN

GARTNER, INC. **(THE "CONTRACTOR")**
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

CONTRACT NO.: 973-501-12-ACS DATED 06/06/2012 (THE "CONTRACT")

PURSUANT TO SECTION 216.0113, FLORIDA STATUTES, THE UNDERSIGNED CONTRACTOR HEREBY ATTESTS THAT THE CONTRACTOR COMPLIES WITH THE PREFERRED-PRICING CLAUSE CONTAINED IN SECTION 4(b) OF THE PUR1000 INCORPORATED IN THE CONTRACT.

PRINT CONTRACTOR'S NAME: GARTNER, INC.

BY: _____ DATE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT REPRESENTATIVE'S NAME/TITLE: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by _____.

_____
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____Produced the following I.D. _____

VENDOR NAME_____FEIN#_____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE NUMBER_____

EMAIL ADDRESS _____

CORPORATE SEAL (IF APPLICABLE)

ALTERNATE CONTRACT SOURCE
Under authority of
VITA Contract No. VA-120501-GARG
Between the Department and Gartner, Inc.
Department of Management Services ACS# 973-501-12-ACS
IT Research & Advisory Services

THIS ALTERNATE CONTRACT SOURCE ("Alternate Contract Source") is made and entered into as of the date last set forth below by and between the State of Florida, Department of Management Services ("Department") and Gartner, Inc. ("Contractor").

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State of Florida, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts.

WHEREAS, the Virginia Information Technologies Agency (VITA) and the Contractor are parties to VITA Term Contract No. VA-120501-GARG, under which all Eligible Users within the State of Florida may purchase products or services from Contractor; and

THEREFORE, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon execution of this Alternate Contract Source by both Department and Contractor, the Department may purchase products and services under VITA Term Contract No. VA-120501-GARG, subject to the terms and conditions of VITA Term Contract No. VA-120501-GARG.

2. The Department acknowledges and agrees to be bound by the terms and conditions of VITA Term Contract No. VA-120501-GARG, which are specifically incorporated herein by reference, except as otherwise specified in this Alternate Contract Source.

3. The Department hereby grants all Eligible Users permission to make purchases under VITA Term Contract No. VA-120501-GARG "IT Research & Advisory Services" subject to the terms contained in this Alternate Contract Source.

4. Changes/Additions to VITA Term Contract No. VA-120501-GARG Conditions

4a) Prices: The Price Sheet set forth at Attachment B "2012 State of Florida Price List" hereto shall apply to this Alternate Contract Source.

The Department and Contractor agree that pricing for IT Research & Advisory Services shall be based upon and in accordance with Gartner's then current General Services Administration (GSA) Group 70 IT Schedule, plus one percent (1%).

For Contractor services that do not appear on GSA Schedule 70, the Department's pricing will be based upon Gartner State and Local Government pricing, plus one percent (1%).

4b) PUR 1000 Form: The Department Purchasing Form PUR 1000 is hereby incorporated into and made part of the Alternate Contract Source as "Attachment A." If there is a conflict between the

terms and conditions provided in this Alternate Contract Source and the PUR 1000, the terms provided in the Alternate Contract Source shall control.

4c) Effective Date: The Alternate Contract Source shall become effective on the last date signed below and shall remain effective as long as VITA Term Contract No. VA-120501-GARG is in effect, including VITA Term Contract No. VA-120501-GARG being extended and/or renewed, unless terminated earlier pursuant to Florida law or as provided in the Alternate Contract Source or the PUR 1000. Therefore, as is within the control of the parties, the parties agree that the term of this Alternate Contract Source will continue for its stated term, whether as part of an extension or renewal of the current Alternate Contract Source.

The Alternate Contract Source is hereby coterminous with VITA Term Contract No. VA-120501-GARG, IT Research & Advisory Services.

4d) Orders: In order to procure products and services hereunder, buyers shall issue purchase orders or use a credit card, either of which will reference this Alternate Contract Source. Buyers are responsible for reviewing the terms and conditions of this Alternate Contract Source and VITA Term Contract No. VA-120501-GARG referenced above. Neither the Department nor VITA are a party to any purchase order issued hereunder.

4e) Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Alternate Contract Source. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Alternate Contract Source termination.

4f) Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Other Eligible User can make a purchase from the Alternate Contract Source referenced above, in lieu of this Alternate Contract Source, the Eligible User is responsible for signing a separate Alternate Contract Source with the Contractor.

4g) Consulting Services: In accordance with section 287.056(1), Florida Statutes, state agencies are required to procure consulting services from existing state term contracts and any other state term contracts established after the execution of this agreement. Other Eligible Users are authorized under this Alternate Contract Source to purchase the hourly consulting rates listed in Attachment B.

4h) Provisions of 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(i), Florida Statutes, are hereby incorporated by reference.

4i) Appropriation of Funds: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with section 11.062, Florida Statutes, and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judiciary, or State agencies.

5. Primary Contact:
The primary contact for the State of Florida for this Alternate Contract Source is as follows:

Name: Mina Barekat, Associate Category Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: (850) 488-1985
Fax: (850) 414-6122
E-mail: Mina.Barekat@dms.MyFlorida.com

The primary contact for the Contractor for this Alternate Contract Source is as follows:
Name: Vanessa Tyler
Company: Gartner, inc.
Address: 3686 Longfellow Road Tallahassee, FL 32311
Telephone: 850-656-9585
Fax: 800-219-7086
E-mail: vanessa.tyler@gartner.com6. Contract Number:
All purchase orders issued by purchasing entities within the State of Florida shall include Department of Management Services ACS # 973-501-12-ACS, unless otherwise provided by Florida Law, statute, rule or this Alternate Contract Source. The Department will not implement any additional restrictions on any Eligible User to purchase off this Alternate Contract Source. State agencies will not be required to submit a PUR 7102, Alternate Contract Source form, for purchases related to this Alternate Contract Source.

7. Contract Document:
This Alternate Contract Source, its attachment(s), and VITA Term Contract No. VA-120501-GARG, set forth the entire Alternate Contract Source between the parties with respect to the subject matter of this Alternate Contract Source. Terms and conditions inconsistent with, or in addition to, the terms and conditions of this Alternate Contract Source and associated Attachments, shall not be added to this Alternate Contract Source, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Alternate Contract Source and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

8. Event of Dispute:
This Alternate Contract Source, its attachment(s), and VITA Term Contract No. VA-120501-GARG set forth the entire understanding of the parties. In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

i. The Alternate Contract Source, any attachments, and any amendments
ii. VITA Term Contract No. VA-120501-GARG

9. Intellectual Property:
The parties do not anticipate that any intellectual property will be developed as a result of this Alternate Contract Source. However, any intellectual property developed as a result of this Alternate Contract Source will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the Alternate Contract Source.

10. Employment Eligibility Verification:
Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Alternate Contract Source term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work

or providing services pursuant to the state Alternate Contract Source utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Alternate Contract Source term.

11. Preferred Pricing:
The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

12. Scrutinized Company List:
In executing this Alternate Contract Source, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this Alternate Contract Source for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Alternate Contract Source.

13. Electronic Invoicing:
The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon the Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

- **cXML (commerce eXtensible Markup Language)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing.*

- **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

- **PO Flip via ASN**

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Alternate Contract Source.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

14. Reporting Requirements:
Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include:

Job Number / Invoice Number	Job / agreement / order number
Service Name	Given name of service
Category	Description of the service category
Subcategory	Description of the service subcategory (if applicable)
Service Description	Additional detail for service
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Desc	Description of unit of measure
Staff Qty	Number of staff assigned to this order / job (if applicable)
Billable Hours	Number of hours completed by staff assigned to this order / job (if applicable)
Order Date	Order date
Start Date	Start date of service
End Date	End date of customer's order / job
Payment Type	Purchase Order, Payment Card, Other
Contract Rate X	Contracted price with state for service X
Contract Billable Hours X	Number of hours at rate X (if applicable)
Negotiated Price	A price reached at a rate other than the contract rate

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the Contractor being found in default and cancellation of the Alternate Contract Source by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

15. Warrant of Authority:
Each person signing this Alternate Contract Source warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this Alternate Contract Source as of last date signed by the parties below.

State of Florida, **Department of Management Services:**	**Gartner, Inc.**
By:_____	**By:**_____
Name: _____	**Name:**_____
Title: _____	**Title:**_____
Date:_____	**Date:**_____

Approved as to form and legality

By: _____ _____
Office of the General Counsel ***Date***
Department of Management Services

Enclosure: Attachment A, PUR 1000 Form
Attachment B, 2012 State of Florida Price List

Attachment A
State of Florida -- PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable Alternate Contract Source that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. Purchase Orders. A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is

rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida

Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other

remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE**

CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The

Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

40. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

41. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms

accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

43. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

STATE OF FLORIDA PRICING

Attachment B – 2015 State of Florida Price List
May 20, 2015 through January 31, 2016

Attachment B – 2014 State of Florida Price List
February 1, 2014 through January 31, 2015

Attachment B – 2013 State of Florida Price List
February 1, 2013 through January 31, 2014

Attachment B – 2012 State of Florida Price List
February 1, 2012 through January 31, 2013

v

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Employee Services

Bulk Item: Yes X No ____ Staff Contact /Phone #: Teresa Aguiar X4458

AGENDA ITEM WORDING: Approval of Memorandum of Agreement with the Florida Keys Community College (FKCC) for instruction of Microsoft Office Suite software applications for Monroe County employees.

ITEM BACKGROUND:
This Memorandum of Agreement (MOA) will allow FKCC to provide off-site (at County specified locations) training in Outlook, Word, Excel, Powerpoint, and Access in all three levels (advanced, intermediate, and fundamentals). These software applications are used by staff to perform their jobs in normal business operations. These classes will increase the knowledge of County employees to improve efficiency, functionality and services that they provide to the public. The classes will be offered on a first come, first serve basis to all County employees. Classes will be held during the hours of 3pm – 6pm. Two sessions will complete the course (total of 6 hours of instruction). Employees will be allowed the minimum time off for travel to attend the class beginning at 3pm and will not be paid work time from 5pm – 6pm since these classes are voluntary. This is in accordance with Personnel Policies and Procedures 2.11 D:
Qualified employees may be permitted time off from work with pay to attend educational training classes or seminars which are related to their job duties but which are not available during non-working hours, if approved by the applicable Department Head. Allowable time off will be restricted to a maximum of 160 hours in any calendar year unless specifically otherwise approved by the County Administrator.
Employees are attending this training on a volunteer basis and time allowed for attending such training does not constitute hours worked for the purpose of computing required overtime payments.
These classes will cost $100 per 6 hour course compared to $140-$150 if taken directly with FKCC.

PREVIOUS RELEVANT BOCC ACTION: On August 21, 2013, the BOCC approved an MOA to provide these services to employees. Classes were held in all three locations (Key West, Marathon and Key Largo).

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Approx $30,000 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Approx $30,000 **SOURCE OF FUNDS:** 001-06500-530-540

REVENUE PRODUCING: Yes __ No __ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney CH OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Keys Community College Contract #_____

Effective Date: April 4, 2016

Expiration Date: October 3, 2016

Contract Purpose/Description:

Florida Keys Community College (FKCC) will provide instruction of Microsoft Office Suite to County employees.

Contract Manager: Teresa Aguiar (Name) 4458 (Ext.) Employee Services (Department/Stop #)

for BOCC meeting on March 23, 2016 Agenda Deadline: March 8, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 30,000 Current Year Portion: $

Budgeted? Yes X No ☐ Account Codes

Grant: $ _____ 001-06500-530-540-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3-4-16	Yes ☐ No ☑		3.4.16
Risk Management	3-7-16	Yes ☐ No ☑		3-7-16
O.M.B./Purchasing	3/7/16	Yes ☐ No ☑	Chastra Bracken	3/7/16
County Attorney	3.7.2016	Yes ☐ No ☑	Cynthia L. Hall	3.7.2016

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Florida Keys Community College

Island Living, Island Learning

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this date between the, **FLORIDA KEYS COMMUNITY COLLEGE**, hereinafter referred to as "FKCC" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Monroe County."

It is agreed that FKCC will conduct off-site training of Microsoft Office Suite applications to Monroe County employees. All training sessions will be from 3:00 p.m. – 6:00 p.m. Classes will run with a minimum of five (5) and a maximum of 10 students per class. Each course will consist of six (6) hours of instruction.

Marathon Off-Site Location – Wednesdays

Excel Fundamentals	April 6-13, 2016
Word Fundamentals	April 20-27, 2016
PowerPoint Fundamentals	May 4-11, 2016
Access Fundamentals	May 18-25, 2016
Outlook Fundamentals	June 1-8, 2016
Excel Intermediate	June 15-22, 2016
Word Intermediate	June 29-July 6, 2016
PowerPoint Advanced	July 13-20, 2016
Access Intermediate	July 27-August 3, 2016
Outlook Intermediate	August 10-17, 2016
Excel Advanced	August 24-31, 2016
Word Advanced	September 7-14, 2016
Access Advanced	September 21-28, 2016

Key Largo Off-Site Location – Thursdays

Excel Fundamentals	April 7-14, 2016
Word Fundamentals	April 21-28, 2016
PowerPoint Fundamentals	May 5-12, 2016
Access Fundamentals	May 19-26, 2016
Outlook Fundamentals	June 2-9, 2016
Excel Intermediate	June 16-23, 2016
Word Intermediate	June 30-July 7, 2016
PowerPoint Advanced	July 14-21, 2016
Access Intermediate	July 28-August 4, 2016
Outlook Intermediate	August 11-18, 2016
Excel Advanced	August 25-September 1, 2016
Word Advanced	September 8-15, 2016
Access Advanced	September 22-29, 2016

Key West Off-Site at County Specified Location – Mondays

Excel Fundamentals	April 4-11, 2016
Word Fundamentals	April 18-25, 2016
PowerPoint Fundamentals	May 2-9, 2016
Access Fundamentals	May 16-23, 2016
Outlook Fundamentals	June 6-13, 2016
Excel Intermediate	June 20-27, 2016
Word Intermediate	June 29-July 6, 2016
PowerPoint Advanced	July 11-18, 2016
Access Intermediate	July 25-August 1, 2016
Outlook Intermediate	August 8-15, 2016
Excel Advanced	August 22-29, 2016
Word Advanced	September 12-19, 2016
Access Advanced	September 26-October 3, 2016

The responsibilities of Monroe County are as follows:

1. Monroe County agrees to pay FKCC $100 per student per each six (6) hour course taught.

The responsibilities of FKCC are as follows:

FKCC will provide training on laptops to Monroe County employees for Microsoft Office 2010 Suite software. The student will receive a manual for each software training course of instruction they attend.

In witness whereof the Parties hereto have executive this Agreement:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Heather Carruthers
Mayor

FLORIDA KEYS COMMUNITY COLLEGE

Dr. Jonathan Gueverra
President

Amy Heavilin
By: Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 3-7-2016

Excel 2010 Fundamentals

Course Objectives:

Upon successful completion of this course, you will be able to create and develop Excel worksheets and workbooks in order to work with and analyze the data that is critical to the success of your organization.

You will:

- Get started with Microsoft Office Excel 2010.
- Perform calculations.
- Modify a worksheet.
- Format a worksheet.
- Print workbooks.
- Manage workbooks.

Excel 2010 Intermediate

Course Objectives:

Upon successful completion of this course, you will be able to leverage the power of data analysis and presentation in order to make informed, intelligent organizational decisions.

You will:

- Customize the Excel environment.
- Create advanced formulas.
- Analyze data by using functions and conditional formatting.
- Organize and analyze datasets and tables.
- Visualize data by using basic charts.
- Analyze data by using PivotTables, slicers, and PivotCharts.

Excel 2010 Advanced

Course Objectives:

Upon successful completion of this course, you will be able to perform advanced data analysis, collaborate on workbooks with other users, and automate workbook functionality.

You will:

- Work with multiple worksheets and workbooks simultaneously.
- Share and protect workbooks.
- Automate workbook functionality.
- Apply conditional logic.
- Audit worksheets.
- Use automated analysis tools.
- Present your data visually.

Word 2010 Fundamentals

Course Objectives:

In this course, you will learn fundamental Word 2010 skills. You will start by getting acquainted with the Word user interface, creating a new document, and finding help. You will find, select, and modify text. You'll format text as well as paragraphs, and add tables to documents. You'll manage more complicated lists, and insert graphic objects. You'll apply design and layout options to pages. You'll check your documents for spelling, grammar, and other errors, and use other proofing tools to look up information. Finally, you'll customize the Word environment to better suit your individual work habits, and learn additional methods of saving documents.

You will:

- Identify the various components of the Word interface, create a new Word document, enter text into a document, save a document, preview and print a document, and search Help.
- Navigate through a document to find and select text, modify selected text, and find and replace text.
- Apply character formatting to text, align paragraphs using tab stops, display text as list items, control paragraph layout, apply borders and shading to paragraphs, apply text styles, and manage formatting in documents.
- Insert a table into a document, modify the structure of a table, format a table, and convert text to a table.
- Sort a list, renumber a list, and customize a list.
- Insert symbols and special characters, and add images to a document.
- Apply page borders and colors, apply a watermark, add a header and footer to a document, and control page layout.
- Check spelling and grammar and use other proofing tools.
- Customize the Word interface and use additional options for saving.

Word 2010 Intermediate

Course Objectives:

In this course, you will expand your knowledge of Microsoft Word. You will work with tables and charts to organize and summarize data. You will use styles and themes to customize the look of your documents. You will add images and custom graphic elements to your documents to graphically show information. You will add building blocks of information and updatable fields to the document to improve efficiency. You will control how text flows around graphics, between paragraphs, and between pages; and use section, page, and column breaks in your documents. You will use templates to maintain consistency between documents. You will use the mail merge feature to customize and personalize content. Finally, you will create and use macros to automate tasks.

You will:

- Work with tables and charts.
- Customize formats using styles and themes.
- Use images in a document.
- Create custom graphic elements.
- Insert content using Quick Parts.
- Control text flow.
- Use templates.
- Use mail merge.
- Use macros.

Word 2010 Advanced

Course Objectives:

In this course, you will manage, revise, and distribute documents.

You will:

- Collaborate on documents.
- Add reference marks and notes.
- Simplify and manage long documents.
- Secure a document.
- Create forms.

PowerPoint 2010 Fundamentals

Course Objectives:

Upon completing this course, you will be able to create and deliver engaging multimedia presentations that convey the key points of your message through the use of text, graphics, and animations.

You will:

- Identify the basic features and functions of PowerPoint 2010.
- Develop a PowerPoint presentation.
- Perform advanced text editing.
- Add graphical elements to a presentation.
- Modify objects in a presentation.
- Add tables to a presentation.
- Add charts to a presentation.
- Prepare to deliver a presentation.

PowerPoint 2010 Advanced

Course Objectives:

Upon completing this course, you will be able to customize the PowerPoint 2010 application, and effectively create, collaborate on, secure, and distribute complex multimedia presentations for a variety of situations.

You will:

- Modify the PowerPoint environment.
- Customize design templates.
- Add SmartArt to a presentation.
- Work with media and animations.
- Collaborate on a presentation.
- Customize a slide show.
- Secure and distribute a presentation.

Access 2010 Fundamentals

Course Objectives:

In this course, you will learn to create and manage a fundamental Access 2010 database.

You will:

- Navigate within the Microsoft Access application environment and create a simple database.
- Organize and manage data stored within Access tables.
- Use queries to join, sort, and filter data from different tables.
- Create advanced queries, including action queries, parameter queries, PivotTables, and PivotCharts.
- Create and format custom reports.
- Customize Access configuration options.

Access 2010 Intermediate

Course Objectives:

In this course, you will work with relational database structure, relationships, efficiency, integrity, and customization.

You will:

- Design a relational database.
- Join tables to retrieve data from unrelated tables.
- Organize a database for efficiency, performance, and to maintain data integrity.
- Share data between Access and other applications.
- Customize reports to organize the displayed information and produce specific print layouts.

Access 2010 Advanced

Course Objectives:

Upon successful completion of this course, students will be able to:

- Customize a form layout to improve usability and efficiency of data entry.
- Add user interface features to validate data entry.
- Use macros to improve user interface design.
- Organize data into appropriate tables to ensure data dependency and minimize redundancy.
- Lock down and prepare a database for distribution to multiple users.
- Create and modify a database switchboard and set the startup options.

Outlook 2010 Fundamentals

Course Objectives:

In this course, you will become familiar with the Outlook 2010 interface, and then use Outlook to manage your email communications, including composing, reading, and responding to emails; schedule appointments and meetings; manage contact information; schedule tasks and create notes; and customize the Outlook environment to suit your personal preferences.

You will:

- Perform basic functions in the Outlook 2010 interface.
- Compose email messages.
- Read and respond to email messages.
- Manage email messages.
- Manage your calendar.
- Manage your contacts.
- Work with tasks and notes.
- Customize the Outlook environment.

Outlook 2010 Intermediate

Course Objectives:

Upon successful completion of this course, you will be able to use the advanced features in Outlook to manage the advanced options for message, contacts, and calendar management and perform more advanced tasks such as task assignment, journaling, sharing workspaces, and backing up to data files.

You will:

- Configure advanced message options.
- Perform advanced message management tasks.
- Perform advanced calendar management tasks.
- Perform advanced contact management tasks.
- Manage activities by using tasks and Journal entries.
- Share Outlook workspaces with other users.
- Manage Outlook data files.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Ave
Suite 1350
Orlando FL 32801

CONTACT NAME:
PHONE (A/C, No, Ext): 352-955-2190 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Qualified Self Insurer	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida Keys Community College
5901 College Road
Key West, FL 33040-4397

COVERAGES **CERTIFICATE NUMBER:** 1791743871 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RMC20160301	3/1/2016	3/1/2017	EACH OCCURRENCE	$200,000
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						Ea Occurrence Agg	$300,000
A	AUTOMOBILE LIABILITY			RMC20160301	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$200,000
	X ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$300,000
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$Included
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Self Insured per Florida Statute 768.28 - $200,000 per Person / $300,000 per Occurrence Aggregate.
With respect to the Florida Keys Community College classes and sports events held in Monroe County.

CERTIFICATE HOLDER

Monroe County
1100 Simonton Street
Key West FL 33040 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Employee Services/Workers' Compensation

Bulk Item: Yes X No ___ Staff Contact /Phone #: Meri-de J. Mercado x4451

AGENDA ITEM WORDING: Approval to the Third Amendment of the contract with Employers Mutual, Inc. (Administrator), to amend the fee charged by the Administrator for medical bill re-pricing from $1.50 per line/$5.50 per bill to a flat rate of $3,500.00 to cover all re-pricing from January 1, 2016 through the end of the contract, September 30, 2016.

ITEM BACKGROUND: Attachment A to the 2009 Agreement stated that the Administrator's fee for "medical bill re-pricing" (to reduce the amounts charged on provider's bills to the maximum amounts allowed by workers' compensation statute) would be "$1.50 per line." The First Amendment modified the language stating that the fee for medical bill re-pricing would be $1.50 per line or $5.50 per bill (flat rate excludes hospital bills). The parties agree that this pricing mechanism is complicated, and believe that it is easier to have a flat rate of $3,500.00. Staff believes there will be no significant difference in contract price.

PREVIOUS RELEVANT BOCC ACTION: The original agreement to engage the services of Third Party Workers' Compensation Claim Administrator was entered into on September 16, 2009. The First Amendment extending the agreement for three years was entered into on June 12, 2012. The Second Amendment dated April 15, 2015 extended the agreement an additional year through September 30, 2016.

CONTRACT/AGREEMENT CHANGES: The cost for medical bill re-pricing changes from a per-line or per-bill charge of $1.50/$5.50 to a flat fee of $3,500.00 to cover all medical bills that are re-priced by the Administrator during the remainder of the contract term.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $70,918 FY16 **INDIRECT COST:** ___ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: ___

COST TO COUNTY: $70,918 **SOURCE OF FUNDS:** Primary Ad Valorem

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** $5,909.83 **Year** FY16

APPROVED BY: County Attorney ✓ OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Employers Mutual, Inc. Contract #_____

Effective Date: 09/09/2009

Expiration Date: 09/30/2016

Contract Purpose/Description:

This third amendment to the 2009 agreement changes the medical bill re-pricing language from $1.50 per line or $5.50 per bill to a flat fee of $3,500.00 for all medical bills that a re-priced by EMI during the remainder of the contract term, from January 1, 2016 through September 30, 2016.

Contract Manager: Meri-de J. Mercado (Name) X 4451 (Ext.) Workers' Compensation/Stop 1 (Department/Stop #)

for BOCC meeting on March 23, 2016

Agenda Deadline: March 8, 2016.

CONTRACT COSTS

Total Dollar Value of Contract: $ 70,918.00 Current Year Portion: $ 70,918.00

Budgeted? Yes ☒ No ☐ Account Codes: 501-07502-530310-_____

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3-3-16	Yes ☐ No ☑	[signature]	3.3.16.
Risk Management	3-7-16	Yes ☐ No ☑	M. Sheil	3-7-16
O.M.B./Purchasing	3/7/16	Yes ☐ No ☑	Christina Bruckell	3/7/16
County Attorney	3/1/2016	Yes ☐ No ☒	Cynthia J. Hall	3/1/2016

Comments: _____

THIRD AMENDMENT TO
AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
EMPLOYERS MUTUAL INC.

THIS **THIRD AMENDMENT,** made and entered into this 18th day of February 2016, by and between Board of County Commissioners of Monroe County ("County"), and Employers Mutual, Inc., 700 Central Parkway, Stuart, FL 34994, a Florida Corporation ("Administrator") (collectively, the "Parties").

WHEREAS, on September 16, 2009, the Parties entered in an agreement to engage the services of Administrator to provide claim administration for workers' compensation and liability claims; and

WHEREAS, Attachment A to the 2009 Agreement stated that the Administrator's fee for "medical bill re-pricing" (to reduce the amounts stated on provider's bills to the maximum amounts allowed by statute) would be "$1.50 per line;" and

WHEREAS, on June 12, 2012, the Parties entered into a First Amendment to the agreement, to extend the term of the original agreement to run from October 1, 2012 through September 30, 2015; and

WHEREAS, Attachment A to the First Amendment modified the language on Attachment A by stating that the fee for medical bill re-pricing would be "$1.50 per line or $5.50 flat-rate per bill (flat-rate excludes hospital bills)"; and

WHEREAS, on April 15, 2015, the Parties entered into a Second Amendment, to extend the agreement by one more year, through September 30, 2016; and

WHEREAS, the language regarding the fee for medical bill re-pricing on Attachment A to the Second Amendment was unchanged from the Third Amendment; and

WHEREAS, a question has now arisen between the Parties regarding the language on Attachment A describing the fee for medical bill re-pricing; and

WHEREAS, the Parties mutually desire to clarify the agreement between them with regard to the fee to be charged by the Administrator throughout the balance of the contract term, from January 1, 2016 through September 30, 2016; and

WHEREAS, in lieu of a per-line fee, the County has offered and the Administrator has agreed that Ascension will charge a flat fee for all medical bills that are re-priced by the Administrator during the remainder of the contract term.

NOW THEREFORE, in consideration of the mutual promises and considerations, Parties agree to amend the Agreement as follows:

1) The language in the second bullet point on Attachment A to Second Amendment describing the fee to be charged by the Administrator for medical bill re-pricing is removed in its entirety and replaced with the following:

> The Parties agree that in lieu of a per-bill fee, the Administrator will charge a flat fee of three thousand five hundred dollars ($3,500.00) for any and all medical bill re-pricing performed by the Administrator, beginning on January 1, 2016 and continuing through the expiration of the current term of the contract, as amended ("Flat Fee"). Beginning on April 1, 2016, the Administrator will no longer add a per-line or per-bill charge for repricing services. By no later than April 30, 2016, the Administrator will deliver to the County a statement showing all repricing charges charged by the Administrator and paid by the County from January 1, 2016 through March 30, 2016. On or before June 15, 2016, the County will then pay the Administrator an amount equal to the Flat Fee less the repricing charges paid by the County between January 1, 2016 and March 30, 2016 as shown on the statement.

2) In all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the County and Administrator have caused this amendment to Agreement to be executed as of the first date written above.

ATTEST: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

Board of County Commissioners of Monroe County

By: _____
Mayor, Heather Carruthers

Employers Mutual, Inc.

By: _____
Edward Nathan Page,
Chief Financial and Operating Officer

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 3-1-2016

SECOND AMENDMENT TO
AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
EMPLOYERS MUTUAL INC.

THIS **SECOND AMENDMENT,** made and entered into this 15th day of April 2015, by and between Board of County Commissioners of Monroe County ("BOCC"), hereafter referred to as the Client, and Employers Mutual Inc., 700 Central Parkway, Stuart, FL 34994, a Florida Corporation, hereinafter referred to as Administrator.

WHEREAS, on September 9, 2009, the Client entered in an agreement to engage the services of Administrator to provide claim administration for workers' compensation and liability claims; and

WHEREAS, the First Amendment effective October 1, 2012 between the parties is to terminate on September 30, 2015; and

WHEREAS, the parties have mutually agreed to continue the Agreement; and

WHEREAS, it is in the best interest of the BOCC and serves a public purpose to continue with the services provided by Employers Mutual Inc.; and

WHEREAS, Employers Mutual Inc. wishes to continue with the service it provides the BOCC.

NOW THEREFORE, in consideration of the mutual promises and considerations, parties agree to amend the Agreement as follows:

1) Section IV shall be amended as follows:

   (i) Term. The terms of this Agreement shall be effective October 1, 2015 and continue for a period of one (1) year. This Agreement will be automatically renewed for successive one-year periods until either party gives the other notice of cancellation in accordance with the terms set forth below.

2) Section V. Administrator Fees shall be amended as follows:

   Administrator shall receive consideration in accordance with the following: Client shall pay Administrator a flat rate of $70,918 per year for the next one (1) year of claims adjusting and fees as per Attachment "A". The amount will be paid in monthly installment payments due at the beginning of each month. Payments will be made according to the Florida Local Government Prompt

Payment Act. Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested.

Additionally, Client will pay Administrator for the following services: As stated in "Attachment A".

If the client, for any reason whatsoever, fails to make a required fee payment or necessary contribution for claim payment as requested by Administrator on a timely basis, Administrator may suspend the performance of its services to the Client until such time as the Client makes the proper remittance.

Continuation of this Agreement is specifically made contingent upon annual appropriation by Monroe County.

3) In all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, The Employer and Contractor have caused this amendment to Agreement to be executed this 15th day of April, 2015.

ATTEST: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

Board of County Commissioners of Monroe County

By: _____
Mayor Danny L. Kolhage

Employers Mutual, Inc.

By: _____
Tim McCreary, President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 3-16-2015

ATTACHMENT "A"
MONROE COUNTY
WORKERS' COMPENSATION
THIRD PARTY CLAIMS ADMINISTRATION

WORKERS' COMPENSATION PRICING

Employers Mutual, Inc. (EMl) will perform the Third Party Claims Administration for Monroe County for the following fee schedule.

EMI will have the workers' compensation claims allocated individually to a lost time and medical only adjuster. EMI will perform this for an annual fee of $70,918.00

This rate will be guaranteed for a period of one (1) year. The annual fee may be paid in twelve equal installments.

All pricing is based on a life of contract service agreement

In addition, to the above services Employers Mutual, Inc. will provide the following services at the stated rate per the request of the Monroe County Board of County Commissioners.

• Medical Bill Re-pricing:	$1.50 per line or $5.50 flat-rate per bill (flat-rate excludes hospital bills)
• Network Access:	25% of savings
• Telephonic Case Management:	$85 per hour
• Field Case Management:	$95 per hour
• Hospital Bill Audits:	25% of savings
• Subrogation	10% of recovery (cap is negotiable)

Allocated expenses (allocated to the claims files) include those paid to outside firms, such as contract adjusters, private investigators, surveillance, legal and court reporters.

FIRST AMENDMENT TO
AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
EMPLOYERS MUTUAL INC.

THIS **FIRST AMENDMENT**, made and entered into this 20TH day of June 2012, by and between Board of County Commissioners of Monroe County ("BOCC"), hereafter referred to as the Client, and Employers Mutual Inc., 700 Central Parkway, Stuart, FL 34994, a Florida Corporation, hereinafter referred to as Administrator.

WHEREAS, on September 20, 2009, the Client entered into an agreement to engage the services of Administrator to provide claim administration for workers' compensation and liability claims; and

WHEREAS, the Agreement between the parties is to terminate on September 30, 2012; and

WHEREAS, the parties have mutually agreed to continue the Agreement; and

WHEREAS, it is in the best interest of the BOCC and serves a public purpose to continue with the services provided by Employers Mutual Inc.; and

WHEREAS, Employers Mutual Inc. wishes to continue with the service it provides the BOCC.

NOW THEREFORE, in consideration of the mutual promises and considerations, the parties agree to amend the Agreement as follows:

1) Section IV shall be amended as follows:

   (i) **Term.** The terms of this Agreement shall be effective October 1, 2012 and continue for a period of three (3) years. This Agreement will be automatically renewed for successive one-year periods until either party gives the other notice of cancellation in accordance with the terms set forth below.

2) Section V. Administrator Fees shall be amended as follows:
   Administrator shall receive consideration in accordance with the following: Client shall pay Administrator a flat rate of $70,918 per year for the next three (3) years of claims adjusting. Any increases in the fee are outlined in Attachment "A". The amount will be paid in monthly installment payments due at the beginning of each month. Payments will be made according to the Florida Local Government Prompt Payment Act.

Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested.

Additionally Client will pay Administrator for the following services: As stated in "Attachment A".

If the Client, for any reason whatsoever, fails to make a required fee payment or necessary contribution for claim payment as requested by Administrator on a timely basis, Administrator may suspend the performance of its services to the Client until such time as the Client makes the proper remittance.

Continuation of this Agreement is specifically made contingent upon annual appropriation by Monroe County.

3) In all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the Employer and Contractor have caused this amendment to agreement to be executed this 20th day of June, 2012.

ATTEST: DANNY L. KOLHAGE

By: _____
Deputy Clerk

Board of County Commissioners of Monroe County

By: _____
Mayor

_____
Witness

Employers Mutual, Inc.

By _____
Kevin Cothran

Title: COO

FILED FOR RECORD
2012 JUN 21 PM 2:38
DANNY L. KOLHAGE
CLERK OF COURTS

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 6-6-2012

ATTACHMENT "A"
MONROE COUNTY
WORKERS' COMPENSATION
THIRD PARTY CLAIMS ADMINISTRATION

WORKERS' COMPENSATION PRICING

Employers Mutual, Inc. (EMI) will perform the Third Party Claims Administration for Monroe County for the following fee schedule.

EMI will have the workers' compensation claims allocated individually to a lost time and medical only adjuster. EMI will perform this for an annual fee of $70,918.00

This rate will be guaranteed for a period of three (3) years. The annual fee may be paid in twelve equal installments.

All pricing is based on a life of contract service agreement

In addition, to the above services Employers Mutual, Inc. will provide the following services at the stated rate per the request of the Monroe County Board of County Commissioners.

• Medical Bill Re-pricing:	$1.50 per line or $5.50 flat-rate per bill (flat-rate excludes hospital bills)
• Network Access:	25% of savings
• Telephonic Case Management:	$85 per hour
• Field Case Management:	$95 per hour
• Hospital Bill Audits:	25% of savings
• Subrogation	10% of recovery (cap is negotiable)

Allocated expenses (allocated to the claims files) include those paid to outside firms, such as contract adjusters, private investigators, surveillance, legal and court reporters.

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made and entered into by and between Monroe County Board of County Commissioners ("BOCC"), hereinafter referred to as the Client, and Employers Mutual Inc., 700 Central Parkway, Stuart, FL 34994, a Florida Corporation, hereinafter referred to as Administrator.

WITNESSETH

WHEREAS, the Client desires to engage the services of Administrator to provide claim administration services for workers compensation and liability claims as described herein on behalf of the Client;

WHEREAS, Administrator is qualified and desires to provide the aforementioned services on behalf of the Client in accordance with this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

The above recitals are incorporated herein as if set forth here below.

I. SERVICES

A. CLAIMS ADMINISTRATION SERVICES

Administrator will provide the following and such other services as may be considered necessary and which are mutually acceptable to both parties:

(i) Supervise and administer the open claims in compliance with applicable laws, rules and regulations governing the administration of self-insurance programs and imposed by the State of Florida. Claims will be timely adjusted and Administrator will be responsible for penalties if the penalty arises from the neglect of the Administrator.

(ii) Provide qualified and experienced personnel capable of servicing the open claims of the Client. Administrator will maintain an office with toll-free telephone services and experienced employees, with adequate staffing levels to provide the services required under this Agreement.

(iii) Complete processing of loss adjustments, investigations and settlements falling within the self-insured retention level. Submissions of all investigation reports, legal actions, court orders, or awards shall be provided to the Client together with recommendations to be taken in the event claims exceed the limits of authority of Administrator. Administrator must obtain prior approval from the Client, for all settlements.

(iv) Coordinate investigations of and manage litigated claims with defense attorneys.

(v) Develop subrogation possibilities and assist in the collection of same. Submit claims to reinsurance/excess carriers and assist in the recovery of such benefits (if any) on behalf of Client.

(vi) In the event of termination of the contract, Administrator shall not have any responsibility or obligation to handle any claims beyond sixty (60) days after the termination date.

II. RESPONSIBILITIES OF THE CLIENT

The Client shall have and perform the following duties, obligations, and responsibilities to Administrator.

(i) **Obligation & Responsibility for Payment.** The Client has the sole obligation and responsibility for funding the payment of claims made against the Client. Administrator assumes no duty to fund any such claims at any time and shall have no obligation to advance funds for such payment.

(ii) **Deposit Account.** Prior to the commencement of the Agreement, the Client shall establish a bank account at a bank of the Client's choosing and this account will be used to process claim checks. The Client will be responsible for the proper funding of this account as well as all banking fees, bank interfaces and the bank reconciliations. Administrator shall use the funds deposited by the Client into the account to pay claim settlements within the discretionary settlement authority limit or as otherwise authorized by the Client, and to pay interim claim payments, indemnity payments, medical expenses and allocated expenses.

(iii) **Management of Account.** It is the Client's responsibility to establish and replenish the bank account with funds sufficient to cover all claim payments. The Client may, at its discretion, increase or decrease the minimum funding levels based on actual claim activity. The bank account shall remain in effect until all claims activity ceases under this Agreement.

(iv) **Allocated Loss Adjustment Expense.** Coverage costs shall include but not be limited to: cost of medical and/or indemnity payments, outside investigation of claims, surveillance, vocational rehabilitation, case management, legal fees, court or hearing costs, depositions, documents and exhibits, witness fees, photography and other incidental and special costs, as approved by Client prior to incurring the expense. Coverage costs shall be borne by the Client as normal claims related expenditures and shall be charged against the Deposit Account.

(v) **Instructions from Client.** Administrator shall duly consider all written notices and recommendations made by Client relative to the administration of claims, including medical and litigation services with the understanding that the final authority rests with the Client. Administrator shall not be responsible or liable for any action or inaction of the Client, which is contrary to a lawful written recommendation or instruction by Administrator, applicable by law, and/or

workers compensation law that causes any claim to not be properly adjusted, administered, and/or processed. Administrator will handle claims in accordance with the written handling procedures as produced by the Client.

(vi) **Audits**. Client has the right to independently or via outside auditors review the Administrator's performance to insure compliance with the contract requirements and to insure the financial integrity of the program.

III. ADMINISTRATOR'S RESPONSIBILITIES

Administrator shall have no responsibility, risk, liability or obligation for the funding of claims, losses, or liabilities. The responsibility and obligation for funding the program exposures shall be solely and totally the responsibility of the Client.

Administrator shall be liable for the recovery of claim processing errors arising from Administrator's performance pursuant to the terms of this Agreement, excepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Administrator shall use diligent efforts toward the recovery of any loss therefrom. Administrator's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the Agreement.

It is understood and agreed that Administrator is and shall remain an independent contractor with respect to the services being performed by the Administrator pursuant to this Agreement and shall not for any purpose be deemed an employee of the Client, nor shall the relationship of the parties be deemed that of partners or joint ventures. Administrator does not assume any responsibility, risk, liability, or obligation for the general policy direction of the program, the adequacy of the funding thereof, or any act or omission or breach of duty by parties other than Administrator. Administrator shall not be deemed an insurer, underwriter or guarantor with respect to any expenses payable under the program. Administrator agrees to maintain the insurance requirements as set forth in the Client's Request for Proposal ("RFP") throughout the entirety of the life of this contract, including naming the Client as an additional insured in its general liability contract.

The County reserves the right to approve or disapprove any subcontractor utilized by Administrator, including but not limited to field case managers.

IV. TERM, DEFAULT AND TERMINATION

(i) **Term**. The initial term of the Agreement will be for three (3) years beginning on September 20, 2009 and continuing until September 30, 2012. Thereafter, the Agreement shall be automatically renewed for successive one-year periods until either party gives notice of cancellation in accordance with the terms set forth below.

(ii) **Default.** The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement,

the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of ten (10) business days to correct the default. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice.

(iii) **Bankruptcy.** If either party files a petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, has a receiver appointed for its benefit, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, the other party may immediately terminate this Agreement.

(iv) **Termination.** It is understood and agreed that either party shall have the right to terminate this Agreement on any date as follows:

(a) the Client giving Administrator not less than ninety (90) days advance written notice of termination, with or without cause.

(b) Administrator giving the Client not less than ninety (90) days advance written notice of termination.

Administrator may, at its sole discretion, terminate this Agreement in the event that Client fails to properly fund the program within fifteen (15) days of receiving a written request to do so from Administrator.

Upon termination by either party, Administrator shall, upon the request and at the expense of the Client, provide computer runs detailing various aspects of the Client's program. Upon termination, the Client understands and agrees that, except where there is evidence of negligence or willful misconduct or fraud, the Administrator is released from all liability, loss or damage arising after the date of termination of this Agreement in any manner out of the performance by Administrator pursuant to the terms of this Agreement.

It is understood that at termination of the Agreement, Administrator shall not have any responsibility or obligation to handle any incurred claims beyond the termination date except as set forth in paragraph I. A. (vi), above.

V. ADMINISTRATOR FEES

Administrator shall receive consideration in accordance with the following:
Client shall pay Administrator a flat rate of $67,500.00 per year for the first year of claims adjusting. Any increases in the fee are outlined in Attachment "A". The amount will be paid in monthly installment payments due at the beginning of each month. Payment will be made according to the Florida Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must

describe in detail the services performed and the payment amount requested.

Additionally Client will pay Administrator for the following services: As stated in "Attachment A".

If the Client, for any reason whatsoever, fails to make a required fee payment or necessary contribution for claim payment as requested by Administrator on a timely basis, Administrator may suspend the performance of its services to the Client until such time as the Client makes the proper remittance.

Continuation of this Agreement is specifically made contingent upon annual appropriation by Monroe County.

VI. OWNERSHIP AND RETENTION OF CLAIM FILES AND OTHER DOCUMENTS

Administrator will retain all claim files during the time the Agreement is in effect. Subject to the foregoing, Administrator will make available to the Client for copying, at Client's expense, or inspection any records relating to any claim files serviced pursuant to this Agreement upon written request of the Client. Administrator will also make claim files available to any other third party as required by and in accordance with applicable law. All claim files created pursuant to this Agreement are the sole property of Client. Administrator shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their 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 Administrator pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Administrator shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to Administrator.

Upon termination of the Agreement, Administrator will be responsible for the retention and storage of all claim files. Client is also responsible for all shipping costs, if any, associated with transporting of claim files.

VII. NOTICE

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by certified mail, return receipt requested to the appropriate party. Notice by registered mail shall be addressed as follows:

ADMINISTRATOR	CLIENT
Employers Mutual, Inc. 700 Central Parkway Stuart, FL 34994 ATTN: President	Monroe County BOCC Maria Fernandez-Gonzalez, Sr. Administrator, Benefit 1100 Simonton St., Suite 2-268 Key West, Florida 33040

VIII. NON-ASSIGNMENT

The provisions of this Agreement supersede any prior Agreements or understandings to the contrary. No party hereto shall have the right to assign this agreement without the written consent of the other party, which will not be unreasonably withheld.

IX. NON TRANSFER OF POWERS

Nothing contained in this Agreement shall be construed to constitute a Transfer of Powers in any way whatsoever. This Agreement is solely an Agreement for provision of services.

X. ENFORCEMENT

The County and Administrator agree that in the event any cause of action or administrative 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 attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements 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 County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement is not subject to arbitration.

XI. SEVERABILITY

Should any provision of this Agreement be declared invalid by a Court of competent jurisdiction, same shall be deemed stricken herefrom and all other terms and conditions of this Agreement shall continue in full force and effect as if the invalid provision had never been made a part hereof. The County and Administrator 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.

XII. NON-WAIVER

No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

XIII. ENTIRE AGREEMENT

The Client's RFP-4150-08-JE and the Administrator's corresponding proposal and amendments (if any) are hereby incorporated into this agreement. This Agreement constitutes the entire understanding of the parties with respect to provision of services. It may not be modified nor any of its provisions waived unless such modifications and/or waiver is in writing and is agreed to and signed by both parties and approved by the Monroe County Board of County Commissioners.

XIV. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement, either intended or implied.

XV. DEFENSES

(i) Administrator agrees to defend, indemnify, and hold harmless the County, its Mayor, the Board of County Commissioners, its employees, and any other agents, individually or collectively:

(a) for any penalty or fine the Client shall suffer that is solely the fault of Administrator;

(b) for the recovery of claims processing errors arising from Administrator's performance, pursuant to the terms of this agreement. Administrator shall use diligent efforts toward the recovery of any loss therefrom. Administrator's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the agreement.

(c) for any claims resulting from errors, omissions or negligence on the part of Administrator unless the actions of Administrator were taken at the direction of the Client or as the result of the Client's negligence.

(ii) Both parties acknowledge that Client has the final authority in the administration of this program.

(iii) Both parties acknowledge that neither Client nor Administrator has the authority or capacity to affect or force the settlement of a claim by any person making a claim against client or any insurance company providing benefits as a part of Client's program.

XVI. OTHER PROVISIONS

(i) **Employees Subject to County Ordinance Nos. 010- and 020-1990.** The Administrator warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(ii) **Convicted Vendor.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a Administrator, supplier, subcontractor, or Administrator under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

(iii) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Administrator and their respective legal representatives, successors, and assigns.

(iv) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

(v) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Administrator agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Administrator specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

(vi) **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 patent 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 §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, 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.

(vii) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

(viii) **No Solicitation/Payment.** The County and Administrator warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Administrator agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(ix) **Non-Waiver of Immunity**. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Administrator in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

(x) **Attestations.** Administrator agrees to execute such documents as the County may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

IN WITNESSES WHEREOF, the parties hereunto set their hands and seals this 16th day of September, 2009.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK
OF MONROE County, FLORIDA

By _____
Deputy Clerk

BOARD OF County COMMISSIONERS

by _____
Mayor/Chairman

(CORPORATE SEAL)
ATTEST:

By _____
Typed or Printed Name

Employers Mutual Inc.,

by _____
Typed or Printed Name
Title: Kevin Cothron

FILED FOR RECORD
2009 OCT -5 AM 8:38
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 9-8-09

ATTACHMENT "A"
MONROE County
WORKERS' COMPENSATION
THIRD PARTY CLAIMS ADMINISTRATION

WORKERS' COMPENSATION PRICING

Employers Mutual, Inc. (EMI) will perform the Third Party Claims Administration for Monroe County for the following fee schedule.

EMI will have the workers' compensation claims allocated individually to a lost time and medical only adjuster. EMI will perform this for an annual fee of $67,500.00.

This rate for the annual fee is guaranteed for Year 1 (one) of the contract. Thereafter, the annual fee will increase two per cent (2.5%) in each of Years 2 and 3 of the contract and will increase five per cent (5%) in any subsequent renewal year. The annual fee may be paid in twelve equal installments. All other rates and fees will remain the same during the initial term and any subsequent renewals.

In addition, EMI will take over and perform the claims administration of existing open claims for a one-time fee of $50,000. This all-inclusive fee includes the electronic data transfer of existing claims information, the physical transfer of any open paper files and the establishment of all banking structure. As we understand there are numerous budgetary issues existing for governmental entities in the currently economic environment, EMI is willing to accept payment of this fee over a three year period with three (3) annual installments.

All pricing is based on a life of contract service agreement

In addition, to the above services Employers Mutual, Inc. will provide the following services at the stated rate per the request of the Monroe County Board of County Commissioners.

- Medical Bill Re-pricing: $1.50 per line
- Network Access: 25% of savings
- Telephonic Case Management: $85 per hour
- Field Case Management: $95 per hour
- Hospital Bill Audits: 25% of savings
- Subrogation 10% of recovery (cap is negotiable)

EMI
Employers Mutual, Inc

Allocated expenses (allocated to the claims files) include those paid to outside firms, such as contract adjusters, private investigators, surveillance, legal and court reporters.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Employee Services/Workers' Compensation

Bulk Item: Yes X No _ Staff Contact /Phone #: Meri-de Mercado x4451

AGENDA ITEM WORDING: Approval to issue a Request for Proposals (Competitive Solicitation) for Workers' Compensation Third Party Claims Administration Services.

ITEM BACKGROUND: All self-insured workers' compensation programs in the State of Florida are statutorily required to hire an external Third Party Administrator to administer the claims. The current Workers' Compensation Third Party Claims Administration Service contract, with Employer's Mutual, Inc. (EMI), expires on September 30, 2016.

A separate item, seeking approval to a third amendment to the current agreement, is also being presented to the Commission at the March 23, 2016 meeting.

PREVIOUS RELEVANT BOCC ACTION: A Request for Bid Solicitation for Workers' Compensation Third Party Claims Administration Services was issued in 2009. Eleven (11) proposals were received. The current Administrator, Employers Mutual Inc., was awarded an initial three year contract. The original agreement to engage the services of Third Party Workers' Compensation Claim Administrator was entered into on September 16, 2009. The First Amendment extending the agreement for three years was entered into on June 12, 2012. The Second Amendment dated April 15, 2015 extended the agreement an additional year through September 30, 2016.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Approx. $800 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Approx. $800 **SOURCE OF FUNDS:** Internal Service Fund Primarily Ad Valorem

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney CH OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY

REQUEST FOR PROPOSALS
FOR

Workers' Compensation Third Party Claims Administration Services

RFP XXX-XXX

BOARD OF COUNTY COMMISSIONERS
Mayor, Heather Carruthers, District 3
Mayor Pro Tem, George Neugent, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia Murphy, District 5

COUNTY ADMINISTRATOR
Roman Gastesi

CLERK OF THE CIRCUIT COURT
Amy Heavilin, CPA

EMPLOYEE SERVICES DEPARTMENT
Workers' Compensation

May 2016

DRAFT

Notice of Competitive Solicitation will go in here.

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that on **May 25, 2016 at 3:00 P.M.** the Monroe County Purchasing Office will receive and open sealed responses for the following:

WORKERS' COMPENSATION
THIRD PARTY CLAIMS ADMINISTRATION SERVICES
MONROE COUNTY, FLORIDA

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at **www.demandstar.com** OR **www.monroecountybids.com** or call toll-free at 1-800-711-1712. The Public Record is available at the Monroe County Purchasing Office located at The Gato Building, 1100 Simonton Street, Room 2-213, Key West, Florida. All Responses must be sealed and must be submitted to the Monroe County Purchasing Office.

Publication dates

Citizen:	**Mon.**	**3/28/16**
Keynoter:	**Wed.**	**3/30/16**
Reporter:	**Fri.**	**4/01/16**

DRAFT

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES

Section I
Information and Instructions

GENERAL

The County is seeking competitive proposals from organizations that have the ability to administer workers' compensation claims that are within the County's self-insured retention (currently, $500,000 per claim).

BACKGROUND INFORMATION

Monroe County ("County")is a non-chartered county established under the Constitution and the laws of the State of Florida. The Clerk of the Circuit Court serves as the fiscal agent.

The population of the County is estimated at approximately 73,090. The total number of individuals covered by the County's self-insured workers' compensation program (including persons employed by Monroe County Board of County Commissioners as well as those employed by the Monroe County Sheriff's Office and all Constitutional Officers) is approximately 1,260.

The Board of County Commissioners, constituted as the governing body, has all the powers of a body corporate, including the powers to contract; to sue and be sued; to acquire, purchase, hold, lease and convey real estate and personal property; to borrow money, and to generally exercise the powers of a public authority organized and existing for the purpose of providing community services to citizens within its territorial boundaries. In order to carry out this function, the County is empowered to levy taxes to pay the cost of operations.

The County has a full time Workers' Compensation Administrator who oversees its Self-Funded program. The County has contracted with an independent Third Party Administrator, which adjusts the claims on its behalf. The County also employs a full time safety Officer.

The program extends to all agencies of the County including but not limited to:

- Board of County Commissioners;
- Land Authority;
- Property Appraiser;
- Sheriff's Department;
- Supervisor of Elections;
- County Clerk's Office; and
- Tax Collector

In addition, coverage is extended to the County's volunteer fire fighters and reserve law enforcement officials.

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GENERAL INFORMATION AND COVERAGES REQUESTED

Monroe County is requesting proposals for the following:

- Workers' Compensation Third Party Claims Administration Services

Because of the limited network of health care providers located in Monroe County, the County no longer participates in a managed care arrangement. It does take advantage of its current TPA's PPO network and assigns Medical Rehabilitation on a case by case basis.

The effective date of the programs will be October 1, 2016. It is the intent of the County to agree to an initial three (3) year term with rights to renew with the successful proposer(s) for two (2) additional one-year terms at the option of the County. Consideration may be given to longer-term agreements based on price, terms and conditions.

As a prerequisite of being selected, the Third Party Administrator must be acceptable to the County's Excess Workers' Compensation insurer. The County's current Excess insurer is the Florida Municipal Insurance Trust (FMIT).

Items contained in this Request For Proposals (RFP) are considered to be an integral part of the proposed program. Adherence to the items listed here is intended by the County unless specifically otherwise accepted by both the Proposer and the County. Acceptance of modification of any portion of the items contained herein will not serve to waive or modify any other portion of the proposed program.

CURRENT PROGRAM

Ascension Benefits & Insurance Solutions of Stuart, Florida currently administers all claims that fall within the County's self-insured retention. The agreement with Ascension requires Ascension to administer the claims for an annual fee as long as a contractual relation exists between the two organizations. As of January 31, 2016 the County had approximately 91 open claims. Depending on the cost, the successful proposer may be requested to assume the administration of all open claims. Proposers will be requested to provide separate pricing for the assumption of all open claims. The County has been self-insured since 1976.

DESIRED PROGRAM

The County prefers the successful Proposer to provide their pricing on a "Life of Contract" basis and agree to administer all claims until conclusion as long as the Proposer is retained as the County's TPA. The County will consider alternative pricing structures, such as administering the County's claims on a "Cradle to Grave" basis.

"Life of Contract" is defined to mean that the claims are administered until conclusion for the term of the contract.

"Cradle to Grave" is defined to mean that the claims are administered until conclusion regardless of the term of the contract.

Due to the limited number of quality healthcare networks located in Monroe County, the County has opted out of managed care in accordance with Florida Statutes. Medical rehabilitation services may be requested on a case by case basis.

The County utilizes the current claims administrator to reduce all medical bills to the State Fee Schedule. Proposers are therefore requested to include this service in their pricing structure. If a separate charge is required for this service, it should be clearly stated within the proposal.

It is anticipated that the successful proposer will assume the administration for all prior claims. All proposals should clearly state the cost associated with the assumption of all claims.

The successful proposer will be expected to provide the following services.

- Initial contact with claimant within 24 hours.
- Recorded statements of the claimant.
- Contact with the treating physician within 24 hours.
- Narrative summaries on major claims every 3 months.
- Medical bills reduced to State fee schedule.
- All subrogation and Second Injury Fund activities.
- Preparation of all State mandated reports.
- Notification of all potential excess claims to insurer(s).
- Quarterly meetings with the County.
- Provide monthly loss reports to the County.
- Provide monthly loss reports to the County's consultant.

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RATING DATA

The following information has been included as attachments to assist in the underwriting of the account:

- Projected payrolls by workers' compensation classification codes;
- A copy of the County's Drug Free Work Place policy statement; and
- The County's most recent Experience Modification worksheets.

Current loss runs for the past 5 years, to include narrative descriptions of losses in excess of $50,000 will be provided upon written request. Please direct your requests to:

Ms. Meri-De Mercado, Administrator
Office of Workers' Compensation
Monroe County BOCC
1100 Simonton Street, Suite 2-268
Key West, Florida 33040
Facsimile: (305) 295-4301
Email: Mercado-MeriDe@monroecounty-fl.gov

Facsimile and Email requests will be honored, however, it is the sole responsibility of each Proposer to verify that their requests have been received in a timely fashion. The County assumes no liability for incomplete or misdirected requests.

TERM OF AGREEMENT

The County wishes to enter into an Agreement with the successful proposer, whereby the initial term of the Agreement will be for three (3) years, from October 1, 2016 to September 30, 2019, with an option to renew at the County's option for two (2) additional years.

REQUEST FOR PROPOSALS SCHEDULE

The following schedule will be strictly adhered to. No extension of deadlines will be granted.

Activity	Date
Posting of RFP on Demand Star	March 28, 2016
Deadline for Requests for Additional Information	April 19, 2016
Posting of Addendum on Demand Star	April 26, 2016
Proposal Return Date	May 25, 2016
Bid Opening	May 25, 2016
Presentations of Recommendations to Board of County Commissioners	July 20, 2016
Implementation Date	October 1, 2016

SUBMISSION OF PROPOSALS

All proposal forms must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the below address, the date and time of the bid opening. Bids not submitted on attached bid forms may be rejected. All bids are subject to the conditions specified herein and on the attached sheets.

Sealed Proposals should be submitted with two (2) signed originals and four (4) complete copies of the originals (total = 6) clearly marked on the outside of the sealed envelope with:

Monroe County
Proposal for Worker's Compensation Third Party Claims Administration Service

Hand delivered Proposals may request a receipt. Proposals received after the deadline will be returned unopened. ***The deadline for the submission of all proposals is 3:00 PM, May 31, 2016.*** Proposers should be aware that certain "express mail" services do not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each proposer to ensure its proposal is received in a timely fashion.

All proposers are required to complete the following forms that are attached to this RFP and attach the forms to their Proposal.

PROPOSAL RESPONSE FORM (from Section III of this RFP)
NON-COLLUSION AFFIDAVIT
DRUG-FREE WORKPLACE FORM
ORDINANCE NO. 10-1090 ETHICS CLAUSE SWORN STATEMENT
PUBLIC ENTITIES CRIMES STATEMENT

The Local Preference Form is optional in accordance with Section 2-349, Monroe County Code.

PROPOSAL RETURN ADDRESS

Proposals should be returned to:

Monroe County Board of County Commissioners
Office of Director of Purchasing
1100 Simonton Street
Suite 2-213
Key West, Florida 33040
Phone: (305) 292-4466
Fax: (305) 292-4515

VALID DATE OF PROPOSALS

Proposals shall remain valid until November 1, 2016 to provide additional time for clarification in the event that an extension of the current program(s) is undertaken.

RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to re-advertise for proposals.

The County specifically reserves the right to separately accept or reject any item and/or items of a proposal and to award and/or negotiate a contract in the best interest of the County.

ADHERENCE TO INFORMATION AND PROPOSAL

Information presented in this Request for Proposal and all statements contained in the written proposals received are intended to be relied upon by the County. All coverages and services must be issued as proposed unless the County authorizes individual changes. Any changes authorized by the County will not alter any other items contained in this Request for Proposal.

PROPOSER QUALIFICATIONS

All Proposers must be currently licensed in Florida as a Third Party Administrator in accordance with Florida Statutes §626.88 – 626.894. In addition, all individuals involved with the administration of the County's claims must be licensed in accordance with Florida Statutes §626.88 – 626.894. Copies of the licenses for the firm and those of the individual adjusters who will be assigned to the County's account must be provided as part of each proposal. Copies of the adjusters resumes should also be provided.

The County also believes that all adjusters should be adequately supervised. All proposals should include information on the supervisor who will oversee the adjuster's activities. Such information should include a copy of the supervisor's claims administration license, a statement reflecting if the supervisor only is responsible for supervisory activities or if they have their own individual case load, a copy of the supervisor's resume and the number of adjusters the supervisor manages.

AUTHORITY OF PROPOSER

Proposals should be signed by an authorized representative of the Third Party Administrator providing the service.

ADDITIONAL INFORMATION/INSPECTION

Every attempt has been made to furnish complete and accurate information to the best of Monroe's knowledge. Proposers are encouraged to determine, at their sole expense, additional information required to develop their proposals including any inspections and loss control surveys.

If additional information is required, requests must be submitted **in writing** to:

Ms. Meri-De Mercado, Administrator
Office of Workers' Compensation
Monroe County BOCC
1100 Simonton Street, Suite 2-268
Key West, Florida 33040
Facsimile: (305) 295-4301
Email: Mercado-MeriDe@monroecounty-fl.gov

All requests for additional information must be received no later than **3:00 PM, April 26, 2016**. An addendum to the specifications will be posted on Demand Star to answer any requests for additional information. Oral requests for additional information will not be answered.

Facsimile and Email requests will be honored, however, it is the sole responsibility of each Proposer to verify that their requests have been received in a timely fashion. The County assumes no liability for incomplete or misdirected requests.

RATE CHANGE

All proposers must ensure that the rates proposed will apply for a minimum of 1 year. Proposers will be required to provide Ninety (90) days written notice of the rates that will be charged for subsequent contract years.

TERMINATION/NON-RENEWAL NOTICE

Proposer will be required to provide ninety (90) days written notice prior to the termination or non-renewal of the agreement.

CLAIM REPORTS

Claim reports shall be furnished monthly. Reports should be completed in plain English and received by the County within twenty (20) days following the end of each month. The reports should include a brief description of individual claims and the amount paid for each claim and any open reserves that are assigned. Individual allocation by operating locations may be necessary. Proposers are requested to provide sample copies of all reports that will be furnished to the County for the proposed fees. In addition, sample copies of any additional

reports that can be furnished for an additional fee should also be included with the proposal. The fees associated with these additional reports should be clearly identified.

Claim reports must continue to be furnished without charge until the last open claim is closed, or until the Proposer is no longer providing a service to the County.

Copies of all loss reports must be provided to Interisk Corporation, which serves as the County's Risk Management Consultant, and to the County's Excess Insurers.

COORDINATION WITH EXCESS INSURER

The Proposer will adhere to any and all reporting requirements of the County's Excess Insurers and to coordinate all specific and aggregate recoveries.

SUBROGATION AND SECOND DISABILITY FUND RECOVERIES

The Proposer will coordinate all subrogation and Second Disability Fund recoveries for all claims being administered by the Administrator even if such a claims are no longer active.

QUARTERLY CLAIM REVIEW MEETINGS

The County will expect the successful Proposer to meet with them a minimum of 4 times during the year to discuss the active claims and the procedures being followed by the TPA. Two meetings will be held at the TPA's offices and two of the meetings will be held at the County's Headquarters, located in Key West.

In addition, if an addendum to this request is issued, the Proposer must acknowledge receipt of such addendum by completing and returning with their proposals the acknowledgment form, which will accompany the addendum.

CONTENT OF SUBMISSION

The proposal submitted in response to this RFP shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested herein. Proposals submitted without the required information will not receive full consideration. Responses shall be organized as indicated below. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested.

Format. The proposal shall be organized as follows and contain the following information:

A. <u>Cover Page</u>

A cover page that states **"Monroe County Workers' Compensation Third Party Claims Administration Services".** The cover page should contain Proposer's name, address, telephone number, and the name of the Proposer's contact person.

B. Tabbed Sections

Tab 1. General Information

(a) The name of the firm submitting proposal, address, contact person's name, telephone numbers, email address and the name of the individual authorized to sign for the proposing organization.
(b) A clear statement of what services are being proposed. If more than one type of service or plan is proposed, separate proposals must be made for each one so that they can be reviewed independently of any other service or benefit plan.
(c) An overview of the firm's experience along with a summary of experience with Government Entities. The overview should also include the length of time the firm has been providing claims administration services.
(d) Explanation of fees, rates.
(e) Samples of any claims and statistical reports.
(f) Other terms proposed. Please be specific regarding amounts and time schedule.
(g) Resumes of all key members of the account team who will be assigned including professional designations.
(h) Customer references (at least three but no more than five Florida government clients along with telephone numbers, addresses and names of the persons who can be contacted to provide a reference).

Tab 2. Relevant Experience

A record of performance and professional accomplishments by Proposer and employees, including professional accomplishments, and to the extent allowed, any work with large companies or government entities.

The Proposer shall provide a list of similar contracts or agreements currently in force to include:

- Name and full address
- Telephone number of client contact
- Date of initiation and completion of contract
- Summary of the services and area served

Tab 3. Services, Approach and Availability of Service to County

The Proposer shall describe the philosophy, approach and methodology he/she will take to accomplish the services defined herein. This shall include information on schedule and availability, staffing, whether sub-contractors are used, and any other relevant information explaining how the services will be accomplished. In particular, please describe your firm's philosophy on managing the case loads of their adjusters and the current case load for both the Lost Time adjuster and the Medical Only adjuster that will be assigned to the County's account.

Tab 4. Litigation

Provide answers to the following questions regarding claims and suits:
(a) Has the Proposer ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
(b) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the Proposer, or its officers or general partners? (If yes, provide details.)
(c) Has the Proposer, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the RFP? (If yes, the Proposer shall provide a history of any past or pending claims and litigation in which the Proposer is

involved as a result of the provision of the same or similar services which are requested or described herein.)
(d) Has the Proposer ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (If yes, provide details.)
(e) Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the Proposer was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids.

Tab 5. Loss Runs
Sample copies of all loss runs that will be provided to the County for no additional charge must be provided within this Tab. Also, any additional reports that are available for an additional fee should also be included. These additional reports must be clearly identified and reflect the additional charge that will be imposed for the reports.

Tab 6. Other Information
Proposer shall provide any additional information which will present evaluators with insight about the knowledge, skills and abilities of the Proposer.

Tab 7. County Forms and Licenses
Proposer shall complete and execute the forms specified below and located in this RFP, as well as copies of all professional and occupational licenses and shall include them in this section, i.e. Tab 6:

Forms

PROPOSAL RESPONSE FORM (from Section III of this RFP)
NON-COLLUSION AFFIDAVIT
DRUG-FREE WORKPLACE FORM
ORDINANCE NO. 10-1090 ETHICS CLAUSE SWORN STATEMENT
PUBLIC ENTITIES CRIMES STATEMENT
If applicable, the Local Preference Form, in accordance with Section 2-349, Monroe County Code.

EVALUATION CRITERIA

Evaluation Factor	Points
Experience of adjusters assigned to the County's account	30
Length Proposer has been providing claims administration services	10
Proximity of office adjusting the County's claims to the County	10
Quality of TPA's Computer Claim System and quality of Loss Runs	20
Caseload	10
Pricing	30
Additional points if vendor meets definition of "local business" (up to 5 points if vendor is local business as defined in Section 2-349, Monroe County Code, plus up to 5 points if vendor uses a subcontractor that is a local business)	10
Total	120

OPEN CLAIM COUNT AND ASSOCIATED RESERVES

As of January 31, 2016, the County's current TPA reported the following open claim count and associated reserves.

Valued as of 1/31/06		
Policy Year	Number of Open Claims	Open Reserves
82/84	1	1,818
84/85	-	-
86/87	-	-
88/89	1	9,733
89/90	-	-
92/93	2	99,551
93/94	-	-
94/95	1	-
95/96	-	-
96/97	-	-
97/98	2	11,718
98/99	-	-
99/00	1	14,566
00/01	1	239,668
01/02	3	165,168
02/03	-	-
03/04	-	-
04/05	-	-
05/06	1	19,846
06/07	1	19,919
07/08	1	7,600
08/09	1	3,562
09/10	3	241,758
10/11	2	9,837
11/12	4	70,332
12/13	3	27,812
13/14	13	232,288
14/15	30	1,448,727
15/16	20	57,874
Total	**91**	**2,681,777**

While the County believes the reserves to be accurate, the successful proposer will be required to review each open claim and establish its independent evaluation of the projected cost.

In order that a complete history of the County's program can be maintained, the successful proposer will be requested to capture all prior years' financial data within their claim data base. The County will work with the successful proposer to develop a system whereby older closed claims can be summarized. It is anticipated that claims for the most recent five years will be individually captured.

Insurance Requirements

The successful proposer will be required to maintain throughout the life of the contract, insurance protection as specified in the attached forms.

County Expectations

In addition to the requirements specified in other sections of this RFP, the County will have the following expectations regarding the administration of its claims:

1. One Lost Time adjuster and one Medical Only adjuster will be assigned to the County's account. These adjusters will be held responsible for all activities associated with the administration of the claims.

2. The County strongly believes that the number of claims assigned to individual adjusters will have a direct impact on the quality of attention given to issues as they arise. All proposals shall specify the maximum number of cases assigned for both the Lost Time adjuster and the Medical Only adjuster that will be used for the County's account.

3. If the administration of the County's claims must be re-assigned to a new adjuster, the County should be advised of the change 30 days prior to the change taking effect. Such notification should include the name of the new adjuster, the new adjuster's qualifications and the approach the new adjuster will take in becoming familiar with the County's claims.

4. The County currently utilizes Seltzer Associates for all Field Case Management activities. The County has been extremely pleased with the services Seltzer has provided and wants to continue using them for all Field Case Management needs. If the TPA does not have a business relationship with Seltzer, the County will expect that such a relationship will be developed.

5. The County has stringent protocols that must be followed when hiring outside legal services. While the County will consider recommendations for the hiring of defense counsel, the County will have to select and contract directly with the legal firm. In addition, the County will have to directly pay the legal firm's bills. The TPA will be notified when such payments are made and the TPA will be responsible for capturing these costs in the appropriate claim.

6. The County will expect the TPA to pay any and all fines and penalties imposed by the State caused by the negligence of the TPA. The County will remain responsible for all fines and penalties caused by the County's negligence.

7. The County currently has direct access to their TPA's computerized claim system. This permits the County to view the financial aspects of individual claims and to review the adjusters claim notes. The County will need similar access to the TPA's computerized claim system. The County expects that if a new TPA is selected, they will travel to Key West and conduct a training session for the County's Workers' Compensation Department on the effective use of the system. In addition, the TPA will be responsible for the production of a user manual on the use of their computerized claim system. The TPA will be held responsible for providing timely notification of any changes made to their computerized claim system and the implications of these changes on the operation of the system. In addition, the TPA will be held responsible for updating the user manual when changes are made. Access to the TPA's computerized claim system should be through the internet and access should be available 24 hours a day and 7 days a week. Any fees associated with access to the TPA's computerized claim system should be clearly stated in the proposals.

8. During the period of 10/1/14 through 9/30/15, the County's TPA processed 1,225 medical bills on behalf of the County. The total number of lines associated with these bills amounted to 3,517. The cumulative amount of the bills totaled $1,456,100.59. The TPA reduced the bills by $574,260.71 in accordance with State Fee Schedule. In addition, the bills were further discounted by $77,151.85 in

accordance with PPO agreements the TPA has with various medical facilities. The County desires to continue taking advantage of PPO network discounts. Proposals should reflect the PPO networks the TPA has established reflecting the number of physicians, by major discipline (such as General Practitioner and Chiropractor) participating in the network. Specific information regarding the number of medical facilities located in Monroe County should also be provided. In addition, the average percentage of discounts being offered by these networks should be provided. All proposals should reflect other arrangements the TPA has arranged for ancillary medical services such as IMEs, MSAs and Medical Review experts.

9. The County has issued Monroe County Administrative Instruction 7400.4 (Workers' Compensation Third Party Administrator (TPA) Direct Payment System). A copy of the Administrative Instruction is included as an attachment to this RFP. The successful proposer must agree with the provisions of this Administrative Instruction.

10. The County would prefer to pay an annual fee, in monthly installments, for all bill reduction services to include reducing bills to the State Fee Schedule and all fee reductions associated with PPO networks that the TPA has established.

End of Section I.

Section II Begins Next Page.

DRAFT

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS

FOR

WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES

Section II
Draft Agreement

Following is a draft agreement that the County will expect the successful proposer to sign. The County will be agreeable to reasonable modifications to the agreement.

DRAFT AGREEMENT

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

MONROE COUNTY
CONTRACT FOR
_____ Services

THIS AGREEMENT is made and entered into this _____ day of _____, by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and _____("CONTRACTOR"), whose address is _____.

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

CONTRACTOR shall provide the scope of services in Exhibit A for COUNTY. CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONTRACTOR shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

A. The CONTRACTOR shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
B. The personnel shall not be employees of or have any contractual relationship with the County. To the extent that Contractor uses subcontractors or independent contractors, this Agreement specifically requires that subcontractors and independent contractors shall not be an employee of or have any contractual relationship with County.
C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY'S RESPONSIBILITIES

2.1 Provide all best available information as to the COUNTY'S requirements for the scope of services described in Exhibit A to this Agreement.

2.2 Designate in writing a person with authority to act on the COUNTY'S behalf on all matters concerning said services.

2.3 Provide a schedule that is mutually agreeable to the COUNTY and CONTRACTOR.

Section 3. TERM OF AGREEMENT

3.1 The initial Agreement will be for one (3) year term b eginning the ___ day of _____, 2016 and renewable at the County's option for two (2) additional consecutive one year terms.

3.2 The terms of this Agreement shall be from the effective date hereof and continue for a period of one year. This Agreement shall be automatically renewed for successive one-year periods until either party gives the other notice of cancellation in accordance with the terms set forth below. The Contractor must provide at least ninety (90) days' notice of intent to terminate. The County must provide the Contractor with at least thirty (30) days' notice of intent to terminate. If either party desires to modify this Agreement, it shall notify the other in writing at least thirty (30) days prior to the effective date of such modification. In the case of proposed modification the party receiving the notification of the proposed modification shall itself notify the other party within ten (10) days after receipt of notice of its agreement to the proposed modification. Failure to do so shall terminate this Agreement.

Section 4. COMPENSATION

Compensation to CONTRACTOR shall be $_____.

Section 5. PAYMENT TO CONTRACTOR

5.1 Payment will be made according to the Florida Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONTRACTOR must submit invoices to the appropriate offices marked _____. The respective office supervisor and the Director of Employee Services will review the request, note his/her approval on the request and forward it to the Clerk for payment.

5.2 Continuation of this Agreement is contingent upon annual appropriation by Monroe County.

Section 6. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement with or without cause upon thirty (30) days' notice to the CONTRACTOR. COUNTY shall pay CONTRACTOR for work performed through the date of termination.

Section 7. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. CONTRACTOR hereby agrees that he has carefully examined the RFP, his response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of

the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONTRACTOR.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by COUNTY, and its decision shall be final and binding upon all parties.
C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONTRACTOR shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
D. CONTRACTOR agrees that County Administrator or his designated representatives may visit CONTRACTOR'S facility (ies) periodically to conduct random evaluations of services during CONTRACTOR'S normal business hours.
E. CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 8. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

To the COUNTY: Ms. Meri-De Mercado, Administrator, Office of Workers' Compensation
1100 Simonton Street, Suite 2-268
Key West, Florida 33040

To the CONTRACTOR: _____
_____
_____

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their 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 CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NO. 010-1990

The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee,

commission, percentage, gift, or consideration paid to the former County officer or employee.

Section 11. CONVICTED VENDOR

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements 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 COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 13. 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. The COUNTY and CONTRACTOR 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.

Section 14. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative 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 attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

Section 15. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR 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 no resolution can be agreed upon within 30 days after the first meet and confer session, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 18. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. 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 patent 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 §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, 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.

Section 20. COVENANT OF NO INTEREST

COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

Section 24. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either 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.

Section 28. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

Section 29. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

Section 30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. 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.

Section 32. INSURANCE POLICIES

32.1 General Insurance Requirements for Other Contractors and Subcontractors.
As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONTRACTOR will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the

attached schedules; however CONTRACTOR is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONTRACTOR will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONTRACTOR's failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion of work resulting from the failure of the CONTRACTOR to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONTRACTOR's failure to maintain the required insurance.

The CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
  or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation (including Employers' Liability and Professional Liability).

Section 33. INDEMNIFICATION

The CONTRACTOR does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys' fees, or liability of any kind arising out of the sole negligent actions of the CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONTRACTOR.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONTRACTOR shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 200_.

(SEAL)

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Attest: AMY HEAVILIN, CLERK
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

by _____
Mayor/Chairman

(CORPORATE SEAL)
ATTEST:
By _____

(Name of Contractor)

by _____
Title:_____

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Exhibit A
Scope of Services

The Administrator will provide the following services.

- Initial contact with claimant within 24 hours.
- Recorded statements of the claimant.
- Contact with the treating physician within 24 hours.
- Narrative summaries on major claims every 3 months.
- Medical bills reduced to State fee schedule.
- All subrogation and Second Injury Fund activities.
- Preparation of all State mandated reports.
- Notification of all potential excess claims to insurer(s).
- Quarterly meetings with the County.
- Provide monthly loss reports to the County.
- Provide monthly loss reports to the County's consultant.

End of Section II.

SECTION III BEGINS NEXT PAGE.

DRAFT

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES

SECTION III
PROPOSAL RESPONSE FORM

Please complete this proposal response form and attach behind Tab 6 in the Proposal. Additional information can be attached to the forms.

Name of Third Party Administrator? _____

Address: _____

_____

Telephone Number: _____

Are the following services included within the price quoted?

Initial contact with claimant within 24 hours?	Yes _____	No_____
Recorded statements of the claimant?	Yes _____	No_____
Contact with the treating physician within 24 hours?	Yes _____	No_____
Narrative summaries on major claims?	Yes _____	No_____
Medical bills reduced to State fee schedule?	Yes _____	No_____
Medical bills reduced in accordance with PPO Provider discounts?	Yes _____	No_____
Subrogation and Second Injury Fund activities?	Yes _____	No_____
Preparation of all State mandated reports?	Yes _____	No_____
Notification of all potential excess claims to insurer?	Yes _____	No_____
Quarterly meetings with the County?	Yes _____	No_____

DRAFT

Provide monthly loss reports to the County? Yes _____ No_____

Provide monthly loss reports to Consultant? Yes _____ No_____

If any of the above responses are no, please explain and include the full pricing for the services. _____

_____

_____

Will one Lost Time adjuster and one Medical Only adjuster be assigned to the County's Account? Yes _____No_____

Are resumes of adjusters attached? Yes _____ No_____

What is the maximum caseload that will be assigned to each of the County's adjusters accounts (numbers of cases) for : ?

Lost Time _____

Medical Only _____

Is the TPA agreeable to providing 30 day notice before any changes to adjusters are made?_____Yes _____No_____

Will the County be able to continue using Seltzer Associates as their Field Case Manager?_____Yes _____No_____

Will the County be able to continue contracting and paying directly for all legal defense services? _____Yes _____No_____

Will the TPA be responsible for all State imposed fines and penalties caused by the negligence of the TPA? Yes _____No_____

Will the County have 24/7 access to the TPA's claim system? Yes _____No_____

What charge will be made for accessing the TPA's claim system? _____

Will the TPA conduct an onsite (in Key West) demonstration of the County's use of the TPA's claim system prior to implementation? Yes _____No_____

Will the TPA develop a user manual on the operations of the TPA's claim system? Yes _____No_____

DRAFT

Will the TPA update the user manual when any changes to their claim system are made? Yes _____ No_____

Has information regarding the PPO networks established by the TPA been provided as requested? Yes _____ No_____

What fee will be charged for accessing the TPA's PPO networks? _____

Does price quoted include processing claims until their conclusion? Yes _____ No_____

If not explain duration included in fee _____

_____

_____

Will the proposer charge any initial or maintenance fees? Yes _____ No_____

If so, please explain _____

_____

Please explain required banking arrangements. _____

_____

_____

Does the proposer have an approved safety program filed with the State of Florida? Yes _____ No_____

Does the proposer agree with the handling of claim payments in accordance with the County's Administrative Instruction 7400.4? Yes _____ No_____

Please describe how claims will be classified as Lost Time and Medical Only for administration billing purposes. _____

_____

_____

DRAFT

Quoted Price:

Claims Administration		
	Cost Per Claim	Cost Per Run-Off Claim
Workers Compensation		
Medical Only Claims		
Indemnity Claims		
Flat Annual Fee		

Charge for Reducing Medical Bills to State Fee Schedule	
Flat Annual Fee (payable in monthly installments)	

Cost to reduce bills in accordance with PPO Arrangements (flat annual fee strongly preferred) _____

Is an alternative pricing structure proposed? Yes _____ No_____

If so, please describe _____

_____

_____

Will a minimum fee apply to the contract? Yes _____ No_____

If so, please specify _____

Are there any exceptions to the specifications? Yes _____ No_____

If so, please specify _____

_____

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to commit the proposing company to the terms and conditions stated above.

_____ _____

Signature of Authorized Representative Date

Printed Name: _____

End of Section III.

SECTION IV BEGINS NEXT PAGE.

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MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS
FOR
WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES

SECTION IV

SUPPORTING DOCUMENTS, OPTIONAL FORM AND REQUIRED FORMS

1. EXPERIENCE MODIFICATION WORKSHEETS
2. PROJECTED PAYROLLS
3. DRUG FREE WORKPLACE POLICY
4. DRUG-FREE WORKPLACE FORM
5. ORDINANCE NO. 10-1990 ETHICS CLAUSE SWORN STATEMENT
6. NON-COLLUSION AFFIDAVIT
7. PUBLIC ENTITIES CRIMES STATEMENT
8. LOCAL PREFERENCE FORM
9. REQUIRED INSURANCE TO BE MAINTAINED BY SUCCESSFUL PROPOSER
10. MONROE COUNTY ADMINISTRATIVE INSTRUCTION 7400.4: WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (TPA) DIRECT PAYMENT SYSTEM

DRAFT

EXPERIENCE MODIFICATION WORKSHEETS

DRAFT

RECEIVED
SEP 21 2015
WORK COMP

CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

September 15, 2015

Ms. Meri-De J. Mercado
Administrator
Monroe Co. Bd. of Co. Commissioners
1100 Simonton Street
Suite 2-268
Key West, FL 33040

SUBJECT: Self-Insurer Experience Modification

Dear Ms. Mercado:

Attached is a copy of the **October 1, 2015** Florida Self-Insurers experience rating for the workers' compensation program of **Monroe Co. Bd. of Co. Commissioners**. Information supplied on the self-insurers' payroll and loss reports was used to promulgate this rating. Thank you for your cooperation in getting these reports to us timely.

The experience modification of **1.30** will be used to adjust the premium volume (and thus the Division's assessments) which will result from payroll during the period beginning on the rating's effective date.

Should you have any questions concerning the calculation of the modification, please feel free to contact Dwayne Manning at (850) 413-1784.

Attachment

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
Dwayne Manning • Insurance Administrator
Workers' Compensation • Financial Accountability/Self-Insurance
200 East Gaines Street • Tallahassee, Florida 32399-4221 • Tel. 850-413-1784 • Fax 850-413-1971
Email • Dwayne.Manning@MyFloridacfo.com
Affirmative Action • Equal Opportunity Employer

JOB NAME: SSIORCRD

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

DATE: 09/09/2015

MONROE BOARD OF COUNTY COMMISSIONER

DRUG FREE AND SAFETY CREDIT REPORT

599-09345

EFFECTIVE DATE: 10/01/2015

	2011	2012	2013	TOTAL
ACTUAL LOSS	959,397	979,071	976,993	2,915,461
PRIMARY LOSS	305,215	323,885	276,207	905,307
ACTUAL EXCESS LOSS	654,182	655,186	700,786	2,010,154

	EXPECTED LOSSES	DRUG CREDIT	SAFETY CREDIT	PRIMARY EXPECTED LOSSES	DRUG CREDIT	SAFETY CREDIT	ADJUSTED EXPECTED LOSSES	ADJUSTED EXPECTED PRIMARY	ADJUSTED EXPECTED EXCESS
2011	649,668	0	0	238,688	0	0	649,668	238,688	410,980
2012	710,648	35,177	14,071	260,198	12,880	5,152	661,400	242,163	419,237
2013	651,558	32,578	14,071	238,867	11,943	5,152	605,949	222,147	383,802
						TOTAL	1,917,017	702,998	1,214,019

PRIMARY ACTUAL LOSS		905,307	EXPECTED LOSS		1,917,017
B VALUE		214,200	B VALUE		214,200
ACTUAL EXCESS	.55	1,105,584	TOTAL		2,131,217
EXPECTED EXCESS	.45	546,308			
TOTAL		2,771,399	ADJUSTED EXPERIENCE MOD		1.30

CALCULATION DATE: 9/09/2015

Should you have any questions, please contact the DWC Self-Insurance Unit at (850)413-1784.

FORM DSI - 12 (REV. 08/2002)

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE	EMPLOYER NAME	FUND	ACCOUNT	EMPLOYER NO.
10/01/2015	MONROE BOARD OF COUNTY COMMISSIONER	999	09345	107977

ACTUAL LOSSES — PROMULGATION DATE 09/09/2015 — PAGE 1

ACCIDENT DATE		CASE NUMBER		TOTAL CASES	ACTUAL LOSSES		PRIMARY	ACTUAL EXCESS
12/04/2011	3	011 10 8576	OPEN		124,200		15,500	108,700
09/29/2012	3	012 11 8827	FINAL		49,793		15,500	34,293
07/25/2012	3	012 11 8277	FINAL		52,673		15,500	37,173
01/27/2012	3	012 10 7332	FINAL		63,823		15,500	48,323
11/14/2011	3	011 10 8448	FINAL		228,259	*	15,500	194,500
11/01/2011	3	011 10 8487	FINAL		29,565		15,500	14,065
08/03/2012	3	012 11 8312	OPEN		44,721		15,500	29,221
01/15/2012	3	012 10 8853	FINAL		30,458		15,500	14,958
01/19/2012	3	012 10 7008	FINAL		61,740		15,500	46,240
12/05/2011	3	011 10 8592	OPEN		82,740		15,500	67,240
07/11/2012	3	012 11 8386	FINAL		36,888		15,500	21,388
04/09/2012	3	012 10 7538	FINAL		53,573		15,500	38,073
	3	EXCESS CASES		12	840,182	*	186,000	654,182
	3	NON-EXCESS CASES		72	119,215		119,215	0
		10/01/2011 - 09/30/2012		84	959,397	*	305,215	654,182
04/11/2013	2	013 11 8577	OPEN		68,000		15,500	48,500
07/21/2013	2	013 11 9274	FINAL		23,907		4,650	2,522
02/21/2013	2	013 11 7953	FINAL		22,852		15,500	7,352
01/30/2013	2	013 11 7773	FINAL		20,774		4,650	1,582
01/07/2013	2	013 11 7881	OPEN		73,915		15,500	58,415
11/05/2012	2	012 11 7158	OPEN		57,028		15,500	41,528

*LOSS EXCEEDS STATE ACCIDENT LIMITATION OF $ 210,000.00. PRIMARY VALUE BASED ON ACTUAL LOSS, ACTUAL EXCESS BASED ON LIMITED LOSS. LIMITED LOSS USED IN TOTALS

EXPECTED LOSSES

CLASS	MANUAL RATE	PAYROLL	E.L. RATE	EXPECTED LOSSES	D RATIO	PRIMARY	EXPECTED EXCESS
5181	0.0112	1,221,532	0.0048	5,863	.43	2,521	3,342
5509	0.0847	802,587	0.0347	27,850	.32	8,912	18,938
8217	0.0598	116,084	0.0271	3,148	.33	1,038	2,108
7370	0.0502	267,771	0.0239	6,400	.43	2,752	3,648
7380	0.0578	4,993	0.0245	122	.41	50	72
7403	0.0518	537,877	0.0224	12,048	.37	4,458	7,590
7421	0.0132	177,992	0.0045	801	.33	264	537
7425	0.0466	709,017	0.0084	5,956	.32	1,906	4,050
7704	0.0436	5,291,899	0.0184	115,771	.32	37,047	78,724
7705	0.0528	114,006	0.0218	2,485	.41	1,019	1,466
7720	0.0375	20,924,793	0.0156	326,427	.38	117,514	208,913
8380	0.0303	728,310	0.0144	10,459	.41	4,288	6,171
8742	0.0049	877,908	0.0018	1,220	.38	439	781
8810	0.0025	25,857,537	0.0010	25,858	.43	11,033	14,825
8820	0.0019	1,804,928	0.0009	1,444	.41	592	852
8824	0.0449	298,188	0.0205	6,071	.45	2,732	3,339
8828	0.0349	48,449	0.0129	599	.43	258	341
8835	0.0248	3,931	0.0110	43	.43	18	25
9015	0.0415	1,848,794	0.0209	38,598	.43	16,597	22,001
9083	0.0132	48,096	0.0068	327	.45	147	180
9102	0.0347	649,570	0.0188	12,212	.43	5,251	6,961
9410	0.0265	4,526,254	0.0102	46,188	.43	19,852	26,316
10/01/2011 - 09/30/2012		67,252,504		649,668		238,668	410,980

EXPERIENCE MODIFICATION

PRIMARY ACTUAL LOSS		TOTAL EXPECTED LOSS		INELIGIBLE FOR RATING**	
B VALUE		B VALUE		TOTAL PREMIUMS	
ACTUAL EXCESS LOSSES		TOTAL B		AVERAGE PREMIUMS	
EXPECTED EXCESS					
TOTAL A					

TOTAL "A" DIVIDED BY TOTAL "B"

FORM BSI - 12 (REV. 06/2002)

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE	EMPLOYER NAME	FUND	ACCOUNT	EMPLOYER NO.
10/01/2015	MONROE BOARD OF COUNTY COMMISSIONER	999	09345	107977

ACTUAL LOSSES — PROMULGATION DATE 09/09/2013 — PAGE 3

ACCIDENT DATE		CASE NUMBER		TOTAL CASES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS
07/28/2013	2	013 11 9328	FINAL		29,130	15,500	13,630
04/28/2013	2	013 11 8583	FINAL		34,628	15,500	19,126
04/08/2013	2	013 11 8374	FINAL		21,757	15,500	6,257
03/05/2013	2	013 11 8089	FINAL		34,304	15,500	18,804
01/13/2013	2	013 11 7911	FINAL		52,753	15,500	37,253
10/18/2012	2	012 11 7025	FINAL		43,793	15,500	28,293
10/18/2012	2	012 11 7011	FINAL		69,536	15,500	54,036
11/19/2012	2	012 11 7485	FINAL		34,337	15,500	18,837
09/24/2013	2	013 11 9828	OPEN		35,290	15,500	19,790
09/11/2013	2	013 11 9748	FINAL		22,576	15,500	7,076
08/09/2013	2	013 11 9423	FINAL		53,183	15,500	37,683
05/10/2013	2	013 11 8781	FINAL		332,927	* 15,500	194,500
10/29/2012	2	012 11 7110	FINAL		54,494	15,500	38,994
	2	EXCESS CASES		19	927,966	* 272,800	655,166
	2	NON-EXCESS CASES		59	51,085	51,085	0
		10/01/2012 - 09/30/2013		78	979,071	* 323,885	655,186
08/18/2014	1	014 12 5165	OPEN		98,303	15,500	82,803
12/21/2013	1	013 12 3816	OPEN		350,000	* 15,500	194,500
04/10/2014	1	014 12 4555	OPEN		58,000	15,500	42,500
03/12/2014	1	014 12 4078	OPEN		17,670	15,500	2,170
02/23/2014	1	014 12 3747	OPEN		84,913	15,500	69,413

*LOSS EXCEEDS STATE ACCIDENT LIMITATION OF $ 210,000.00, PRIMARY VALUE BASED ON ACTUAL LOSS, ACTUAL EXCESS BASED ON LIMITED LOSS, LIMITED LOSS USED IN TOTALS

EXPECTED LOSSES

CLASS	MANUAL RATE	PAYROLL	E RATE	EXPECTED LOSSES	D RATIO	PRIMARY	EXPECTED EXCESS
5191	0.0121	1,189,485	0.0048	5,710	.43	2,455	3,255
5509	0.0974	848,418	0.0347	29,475	.32	9,432	20,043
8217	0.0659	147,707	0.0271	4,003	.33	1,321	2,682
7370	0.0571	279,835	0.0239	6,683	.43	2,874	3,809
7403	0.0558	391,214	0.0224	8,763	.37	3,242	5,521
7421	0.0148	243,488	0.0045	1,096	.33	362	734
7425	0.0436	740,322	0.0084	6,218	.32	1,990	4,228
7704	0.0520	6,691,806	0.0184	123,129	.32	39,401	83,728
7705	0.0613	115,456	0.0218	2,517	.41	1,032	1,485
7720	0.0421	24,291,872	0.0156	378,794	.36	136,366	242,428
8380	0.0322	702,934	0.0144	10,122	.41	4,150	5,972
8742	0.0053	576,875	0.0018	1,038	.36	374	664
8810	0.0027	22,558,050	0.0010	22,555	.43	8,699	12,856
8820	0.0020	1,769,837	0.0009	1,593	.41	653	940
8824	0.0488	322,458	0.0205	6,610	.45	2,975	3,635
8828	0.0389	50,677	0.0129	654	.43	281	373
8835	0.0282	4,495	0.0110	49	.43	21	28
9015	0.0453	1,649,845	0.0209	34,482	.43	14,827	19,655
9102	0.0411	636,357	0.0188	11,964	.43	5,145	6,819
9403	0.1103	42,005	0.0328	1,378	.33	455	923
9410	0.0287	5,275,913	0.0102	53,814	.43	23,140	30,674
10/01/20	12 - 09/30/2013	68,518,849		710,648		260,195	450,453
5191	0.0128	738,215	0.0048	3,534	.43	1,520	2,014

EXPERIENCE MODIFICATION

PRIMARY ACTUAL LOSS		TOTAL EXPECTED LOSS		INELIGIBLE FOR RATING**	
B VALUE		B VALUE		TOTAL PREMIUMS	
ACTUAL EXCESS		TOTAL B		AVERAGE PREMIUMS	
EXPECTED EXCESS					
TOTAL A					

TOTAL "A" DIVIDED BY TOTAL "B"

FORM BSI - 12 (REV. 09/2002)

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

* EFFECTIVE DATE	EMPLOYER NAME	FUND	ACCOUNT	EMPLOYER NO.
10/01/2015	MONROE BOARD OF COUNTY COMMISSIONER	999	09345	107877

ACTUAL LOSSES — PROMULGATION DATE 09/09/2015 — PAGE 1

ACCIDENT DATE		CASE NUMBER		TOTAL CASES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS
01/29/2014	1	014 12 3529	OPEN		172,702	15,500	157,202
11/29/2013	1	013 12 3509	OPEN		99,503	15,500	84,003
06/18/2014	1	014 12 4739	FINAL		35,905	15,500	20,405
11/18/2013	1	013 12 3023	FINAL		42,727	15,500	27,227
11/04/2013	1	013 12 2929	FINAL		25,771	15,500	10,271
03/11/2014	1	014 12 3898	FINAL		19,716	4,650	1,265
05/15/2014	1	014 12 4494	FINAL		21,443	15,500	5,943
01/07/2014	1	014 12 3383	FINAL		18,584	15,500	3,084
	1	EXCESS CASES		13	891,436	* 190,650	700,786
	1	NON-EXCESS CASES		60	85,557	85,557	0
		10/01/2013 - 09/30/2014		73	976,993	* 276,207	700,786
		EMPLOYER TOTALS		235	2,915,451	905,307	2,010,154

EXPECTED LOSSES

CLASS	MANUAL RATE	PAYROLL	E.L. RATE	EXPECTED LOSSES	D RATIO	PRIMARY	EXPECTED EXCESS
5509	0.1035	585,198	0.0347	19,812	.32	6,276	13,536
8217	0.0724	133,755	0.0271	3,625	.33	1,196	2,429
7370	0.0803	274,985	0.0239	6,572	.43	2,826	3,746
7380	0.0846	13,057	0.0245	320	.41	131	189
7403	0.0588	1,391,651	0.0224	31,173	.37	11,534	19,639
7425	0.0384	580,851	0.0084	4,879	.32	1,561	3,318
7704	0.0584	6,173,988	0.0184	113,601	.32	36,352	77,249
7720	0.0445	21,125,956	0.0156	329,565	.36	118,643	210,922
8380	0.0352	508,939	0.0144	7,328	.41	3,005	4,324
8810	0.0027	28,555,432	0.0010	28,555	.43	11,419	16,136
8820	0.0021	1,449,844	0.0009	1,305	.41	535	770
8824	0.0494	258,949	0.0205	5,308	.45	2,389	2,919
8835	0.0271	30,125	0.0110	331	.43	142	189
9015	0.0497	2,088,342	0.0209	43,187	.43	18,570	24,617
9102	0.0457	619,189	0.0188	11,641	.43	5,006	6,635
9403	0.1133	224,724	0.0328	7,371	.33	2,432	4,939
9410	0.0298	3,495,059	0.0102	35,650	.43	15,330	20,320
10/01/2013 - 09/30/2014		68,204,259		851,588		238,867	412,691
EMPLOYER TOTALS...		201,973,412		2,011,874		737,750	1,274,124

EXPERIENCE MODIFICATION

PRIMARY ACTUAL LOSS	905,307	TOTAL EXPECTED LOSS	2,011,874	INELIGIBLE FOR RATING**	
B VALUE	222,600	B VALUE	222,600	TOTAL PREMIUMS	5,335,395
ACTUAL EXCESS .56	1,125,688	TOTAL B	2,234,474	AVERAGE PREMIUMS	1,778,465
EXPECTED EXCESS .44	560,615				
TOTAL A	2,814,208		1.28		

TOTAL "A" DIVIDED BY TOTAL "B"

PROJECTED PAYROLLS

DRAFT

Monroe County, Florida
Projected Payrolls
by WC Classification
for Period
10/1/16 to 9/30/17

Class	Description	No. of Empl.	Estimated Payroll
5191	Off Mach/APL Inst/Insp/Adj/Re	17	$750,098
5509	Street/Road Maintenance	23	802,812
6217	Excavation & Drivers	3	64,997
7370	Ambulance	13	264,392
7403	Aircraft/Helicopter Operations	35	1,434,077
7425	Aircraft/Helicopter NOC	13	671,424
7704	Firefighters & Drivers	141	6,686,346
7720	Police Officers	947	23,492,935
8380	Automobile Service or Repair	12	521,857
8810	Clerical Office Employees	826	26,947,632
8820	Attorney - all employees	34	1,767,490
8824	Retirement Living Center Employees	8	289,216
8835	Home/Public/Travel Healthcare	4	32,123
9015	Buildings operations	60	2,145,668
9102	Park NOC	15	581,520
9403	Garbage/Ash/Refuse Collection	5	213,745
9410	County employee NOC	93	3,459,189
	Total	2,249	$70,125,521

Footnote: Class 7704 includes 86 volunteers with an assumed salary of $10,000

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DRUG FREE
WORKPLACE POLICY

DRAFT

NOTICE TO EMPLOYEES

DRUG-FREE WORKPLACE POLICY

Monroe County has a Drug-free workplace Policy which complies with the requirements of Florida law. This policy came into effect on August 1, 1996. Copies of the policy were provided to all employees prior to the effective date and a summary is included with all new hire paperwork.

It is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body. Any employee who is taking any prescription medication which might impair safety, performance or any motor functions should advise his or her supervisor before commencing work under such medication. The supervisor will maintain the confidentiality of such information.

If you have any questions, please contact the Human Resources Department.

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REQUIRED FORMS
TO BE COMPLETED
BY
PROPOSER

DRAFT

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

I. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DRAFT

SWORN STATEMENT UNDER ORDINANCE NO.10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No.10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF_____
COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of
_____,19___

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

DRAFT

NON-COLLUSION AFFIDAVIT

I,_____of the city

of_____according to law on my oath, and under penalty of perjury, depose and say that;

1) I am_____,the bidder making the Proposal for the project described as follows:

_____

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit In awarding contracts for said project.

STATE OF _____ _____
(Signature of Bidder)

COUNTY OF_____ _____
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____who, after first being sworn by me, (name of individual signing) affixed his/her signature In the space provided above on this

_____ day of_____ ,19_____

_____ My commission expires:
NOTARY PUBLIC

0MB - MCP FORM #1

DRAFT

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

DRAFT

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009 must complete this form.

Name of Bidder/Responder_____ Date:_____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? _____ (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County?_____

List Address: _____

Telephone Number:_____

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? _____

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor Address within Monroe County from which the subcontractor operates:

_____ Tel. Number _____

_____ Print Name:_____

Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

_____

Notary Public

_____

Print Name

My commission expires:_____ Seal

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REQUIRED INSURANCE TO BE MAINTAINED BY SUCCESSFUL PROPOSER

DRAFT

Prior to execution of the final contract, the successful proposer will be required to provide evidence that the following insurance is in place.

Type of Insurance	Limits
Workers' Compensation	**Statutory**
Employers' Liability	**$500,000**
General Liability	**$1 million**
Vehicle Liability	**$1 million**
Professional Liability	**$1 million**

The successful proposer will be required to maintain the above insurance during the entire term and any extensions of the contract. All coverages must be provided by insurers licensed to conduct business within the State of Florida and be acceptable to the County. Monroe County must be named as an additional insured on the General Liability and Vehicle Liability policies.

DRAFT

MONROE COUNTY ADMINISTRATIVE INSTRUCTION 7400.4: WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (TPA) DIRECT PAYMENT SYSTEM

DRAFT

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Danny L. Kolhage, District 1
Mayor Pro Tem Heather Carruthers, District 3
George Neugent, District 2
David Rice, District 4
Sylvia J. Murphy, District 5

OFFICE OF THE COUNTY ADMINISTRATOR
Key West, Florida

MONROE COUNTY ADMINISTRATIVE INSTRUCTION 7400.4

Date: October 16, 2015

Subject: Workers' Compensation Third Party Administrator (TPA) Direct Payment System

Reference: Monroe County Projected Claim Payment System

Attachments: (A.) Audit Reports
(B.) Payment Authorization Form

Effective Date: Immediately

(1.) Purpose: In an effort to expedite the payment process of the Workers' Compensation Program, Monroe County has approved a direct claim payment system. This system will allow payments for services provided for workers' compensation to be directly mailed from the office of the TPA to the service provider in accordance with Florida Statutes.

(2.) Background: On 04/17/1996, the Monroe County Board of County Commissioners approved the creation of an Escrow Banking Account and delegated limited payment authorization to the TPA for the processing of payment for the Workers' Compensation Program.

(3.) Rule of Governing Direct Payment Process for Claims:

a. The County will establish an Escrow Account in a bank of its choice for use by the TPA for claims payments.

b. The Workers' Compensation Third Party Administrator (TPA) will email a copy of the payment register to the Workers' Compensation Office every Wednesday and Friday. Upon receipt, the Workers' Compensation (WC) Administrator or

designee will review the register and then notify the Finance Department's Staff Accountant via e-mail to deposit sufficient funds as needed to meet the claims payment processed.

c. The Staff Accountant will notify the TPA and the Workers' Compensation Administrator or designee via e-mail that funding is complete and will record the deposit into the financial accounting system. The TPA will not issue checks or drafts until it receives confirmation from the County that there are sufficient funds available in the account.
d. The TPA will have signatory privileges on the account up to $5,000 requiring the signatures of two supervisory personnel of the TPA.
e. Checks over $5,000 are sent from the TPA to the Workers' Compensation Administrator for processing. Upon receipt of the checks, the Workers' Compensation Administrator or designee with the appropriate signature authority will complete the payment authorization form (Attachment B), attach a copy of the check(s) and file it with the correlating register in the Workers' Compensation office. The check is then immediately mailed out to the appropriate party.
f. The TPA's payment authority is limited to the payment of satisfactorily proven claims for medical expenses and indemnity (wage loss) paid in accordance with the Florida Workers' Compensation Statute then applicable. In addition, the TPA is authorized to pay certain expenses of claims administration including medical case management, investigation expenses, transportation, and the costs of obtaining medical records and reports.
g. All other expenses, particularly legal defense costs and any payments issued to the TPA or related entity will be paid by the County directly in accordance with the County's accounts payable procedures.
h. Within five (5) days of receipt of the payment register (from the TPA), the Workers' Compensation office will provide the Staff Accountant a signed certified register which affirms that the Workers' Compensation Administrator has reviewed the register and that the payments are being made for persons covered under the Monroe County Workers' Compensation Program. The certification will detail which line items are to be debited in the workers' compensation fund.
i. Should a void or stop payment request on a check that has been issued be required, the Finance Department's Administrative Assistant will gather and prepare the required documentation and present it to the Finance Department's authorized BANK SIGNER. Once the transaction has been voided or the stop payment request is processed, the Administrative Assistant will notify the appropriate parties (TPA, and WC Administrator).

j. The Workers' Compensation Office will audit the TPA claims handling procedures and payments on a continuous basis. The actual claim files administered by the TPA will be audited no less than once a year. The Workers' Compensation Office will review the reports (Attachment A) on all open Workers' Compensation files provided at each audit by the TPA and provide a written report to the Department Head outlining audit findings upon request.

Christine Hurley
Assistant County Administrator

Distribution: List IV
Originator: DEB

Work Comp Loss Run - Open Claims

Monroe County Board of County Commissioners

Claim Number	Claim Type	Date of Injury	Claimant Name	Reserve Balance	Paid	Total Incurred	Claim Status	Claim Status

Review: Oct 16, 2018

Work Comp Loss Run - Open Claims

Monroe County Board of County Commissioners

Lost time FCM Files are highlighted

Claim Number	Claim Type	Date of Injury	Claimant Name	Reserve Balance	Paid	Total Incurred	Claim Status	Claim Status

Monroe County Subrogation Claims

Claim number	Name	Date of Injury	Claim Status	Description	Update

PAYMENT AUTHORIZATION FORM

CHECK NO._____ CLAIM NO._____

CHECK AMOUNT_____ DATE OF ACCIDENT_____

EMPLOYEE_____

PAYEE_____

ADDRESS_____

_____

_____

AUTHORIZATION/APPROVAL_____

DATE_____

END OF SECTION IV

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Office of Management & Budget

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Christina Brickell 292-4466

AGENDA ITEM WORDING:
Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

ITEM BACKGROUND:
See attached schedule of items.

PREVIOUS RELEVANT BOCC ACTION:
See attached schedule of items.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management N/A

DOCUMENTATION: Included X Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

Schedule of Resolutions for the March 23, 2016 Meeting of the Monroe County Board of County Commissioners

ITEM	DESCRIPTION OF RESOLUTION	ITEM BACKGROUND	PREVIOUS BOCC ACTION	AMOUNT
1	Approval of a resolution concerning the transfer of funds for Fund 001, 157, 158	Various Transfer	None	$187,312.70
2	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 13544 GE1505 UASI 14	Additional Funds	Approved Grant Agreeement	$4,035.63
3	Approval of a resolution rescinding resolution #057-2016 amending resolution #328-2015 404 630176 GAKA158	Rollover Funds	Approved Amending Reso #057-2016	$234,957.33
4	Approval of a resolution amending resolution #044-2016 amending resolution #308-2015 125 6153215 OAA	Rollover Funds	Approved Amending Reso #044-2016	$65,411.00
5	Approval of a resolution amending resolution #058-2016 amending resolution #330-2015 rlvr trsf 404 630176	Rollover Funds	Approved Amending Reso #058-2016	$24,396.40
6	Approval of a resolution concerning the receipt of unanticipated funds for Fund 162 68801 LETF	Rollover Funds	None	$175,720.68
7	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 13503 GE9803 EMS Grant	Additonal Funds	Approved Grant Agreement	$31,579.39
8	Approval of a resolution concerning the receipt of unanticipated funds for Fund 404 630170 GAKW128	Additonal Funds	Approved Grant Agreement	$21,924.97
9	Approval of a resolution concerning the receipt of unanticipated funds for Fund 404 630174 GAKA156	Additonal Funds	Approved Grant Agreement	$108,115.00
10	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153715 CCDA	Decrease Funds	Approved Grant Agreement	($66,666.67)
11	Approval of a resolution concerning the receipt of unanticipated funds for Fund 312 23015 PE1509 WW DEP/LP44072 FY15	Rollover Funds	Approved Grant Agreement	$69,626.93
12	Approval of a resolution concerning the receipt of unanticipated funds for Fund 312 23009 PE1303 WW DEP/LP44072 FY13	Rollover Funds	Approved Grant Agreement	$125,082.00
13	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 06057 GG1602 GCC WJIP	Set up Budget	Approved Grant Agreement	$37,331.00
14	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 61003 EPA Impr Water Quality in Canals	Additonal Funds	Approved Grant Agreement	$15,001.00
15	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 06047 Climate Summit	Additional Revenue	None	$6,987.35

OMB Schedule Item Number 1

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2016 as, hereinafter set forth to and from the following accounts:

Fund #001 General Fund

From:	**001-5130-85500-590990** **Cost Center #85500 Reserves 001** **For the amount: $12,000.00**	**Other Uses**
To:	**001-5190-20501-530520** **Cost Center #20501 Facilities Maintenance**	**Operating Supplies**

From:	**001-5130-85500-590990** **Cost Center #85500 Reserves 001** **For the amount: $30,000.00**	**Other Uses**
To:	**001-5130-06500-530540** **Cost Center #06500 Personnel**	**Books, Pubs, Subs**

Fund #157 Boating Improvement Fund

From:	**157-5370-85546-590990** **Cost Center #85546 Reserves 157** **For the amount: $100,000.00**	**Other Uses**
To:	**157-5370-62520-530340** **Cost Center #62520 Boating Improvement**	**Other Contractual**

Fund #158 Misc Special Revenue Fund

From:	**158-5130-85547-590990** **Cost Center #85547 Reserves 158** **For the amount: $45,312.70**	**Other Uses**
To:	**158-5210-68636-530490** **Cost Center #68636 Crime Prevention Program**	**Miscellaneous**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 2

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #125 Gov't Fund Type Grants

Cost Center #13544 UASI 14 Grant — **Contract#15DS-P8-11-23-02-453**
Project #GE1505 UASI 14 Grant — **CFDA Number: 97.067**
Function #5200 — **Grant Period: 4/1/2015-4/30/2016**
Activity #5250
Official/Division #1012

Revenue:		
125-13544-331200OS-GE1505	**Federal Grants-Public Safety**	**$4,035.63**
Total Revenue:		**$4,035.63**
Appropriations:		
125-5250-13544-530490-GE1505-560640	**Capital Outlay -Equipment**	**$4,035.63**
Total Appropriations:		**$4,035.63**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 3

Resolution No. _____-2016

A RESOLUTION RESCINDING RESOLUTION NO. 057-2016

WHEREAS, Resolution Number 057-2016, heretofore enacted for the purpose of amending resolution #328-2015, contains an erroneous information, and

WHEREAS, it is the desire of the Commission to rectify by amendment such errors, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that Resolution Number 057-2016 previously set up in the Monroe County Budget for the purpose of amending resolution #328-2015 in Fiscal Year 2016 contained certain erroneous information and said resolution, passed and adopted on February 10th, 2016 is hereby rescinded:

Fund #404 Key West Airport
Cost Center #630176 Drng Recon 037-47 **AIP #3-12-0037-047-2013**
Project #GAKA158 Drng Recon 037-47 **CFDA #20.106**
Function 5400
Activity 5420
Off/Div #1018

Revenue:		
404-630176-331410CT	**Federal Grants-Transportation**	**$222,591.15**
404-630176-334410CT	**State Grants-Transportation**	**$12,366.18**
Total Revenue:		**$234,957.33**
Appropriations:		
404-630176-560630	**Capital Outlay-Infra**	**$234,957.33**
Total Appropriations:		**$234,957.33**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers _____
Mayor Pro Tem Neugent _____
Commissioner Kolhage _____
Commissioner Rice _____
Commissioner Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 4

Resolution No. _____ - 2016

A RESOLUTION AMENDING RESOLUTION NUMBER 044-2016

WHEREAS, Resolution Number 044-2016, heretofore enacted for the purpose of amending resolution 308-2015, contains an erroneous information, and

WHEREAS, it is the desire of the Commission to rectify by amendment such errors, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that Resolution No. 044-2016 previously set up in the Monroe County Budget for the purpose of amending resolution 308-2015 in Fiscal Year 2016 contained certain erroneous information and said resolution, passed and adopted on February 10th, 2016 is hereby amended:

Fund #125 – Governmental Fund Type Grants
Cost Center #6153215 – Older Americans Act –C2 Contract# AA-1529
Offcl/Div#1016 Grant period: 1/1-12/31/2015
Function 5600 Activity 5640 CFDA#93.045

Revenue:		
125-6153215-331690OH	Federal Grants	**$58,869.90**
125-6153215-381001GT	Transfer fm Gen. Fund	**6,541.10**
Total Revenue:		**$65,411.00**
Appropriations:		
125-6153215-510120	Salaries	$20,000.00
125-6153215-510210	FICA	2,000.00
125-6153215-510220	Retirement	2,000.00
125-6153215-510230	Group Insurance	1,000.00
125-6153215-510240	Worker's Comp	500.00
125-6153215-530310	Professional Svcs	300.00
125-6153215-530400	Travel	200.00
125-6153215-530410	Phone & Postage	1,000.00
125-6153215-530430	Utilities	400.00
125-6153215-530460	Repair & Maintenance	100.00
125-6153215-530491	Food & Dietary	36,811.00
125-6153215-530510	Office Supplies	500.00
125-6153215-530521	Gasoline	100.00
125-6153215-530528	Internal Fuel	500.00
Total Appropriations:		$65,411.00

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 5

Resolution No. _____ - 2016

A RESOLUTION AMENDING RESOLUTION NUMBER 044-2016

WHEREAS, Resolution Number 058-2016, heretofore enacted for the purpose of amending resolution 330-2015, contains an erroneous information, and

WHEREAS, it is the desire of the Commission to rectify by amendment such errors, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that Resolution No. 058-2016 previously set up in the Monroe County Budget for the purpose of amending resolution 330-2015 in Fiscal Year 2016 contained certain erroneous information and said resolution, passed and adopted on February 10th, 2016 is hereby amended:

Fund #403 Marathon Airport

From: 403-5420-63502-560640	Capital Outlay-Equip
Cost Center #63502 Marathon R&R	
For the amount: $39,418.44	
To: 403-5420-63580-560630	Capital Outlay-Infra
Cost Center #63580 FDOT#AQ606 Marathon Sewer	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $23,906.94	
To: 403-5420-63585-530490	Misc
Cost Center #63585 FDOT#AQE35 Mthn Plng Studies	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $161,886.92	
To: 403-5420-63587-560620	Capital Outlay-Bldg
Cost Center #63587 FDOT#AQH10 CBP Presg Center	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $18,648.00	
To: 403-5420-63588-560620	Capital Outlay-Bldg
Cost Center #63588 FDOT#AQE35 Tmnl Expansion	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $16,939.60	
To: 403-5420-63589-530490	Misc
Cost Center #63589 FDOT#AR045 Mthn Sec Upgds	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $34,112.73	
To: 403-5420-63590-560630	Capital Outlay-Infra
Cost Center #63590 Improve Term Bldg 044-31	
From: 403-5420-63502-560640	Capital Outlay- Equip
Cost Center #63502 Marathon R&R	
For the amount: $229,164.60	
To: 403-5420-63592-560620	Capital Outlay-Bldg
Cost Center #63592 FDOT#ARK80 Hangers Rwy	

Fund #404 Key West Int'l Airport

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: $44,433.22
To: 404-5420-630162-530490 Misc
Cost Center #630162 FDOT#AQE35 KW Plng Studies

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: $109,065.14
To: 404-5420-630169-530490 Misc
Cost Center #630169 FDOT#AQH10 KW Customs

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: $3,697.48
To: 404-5420-630172-560630 Capital Outlay-Infra
Cost Center #630172 Rehab Ent Rd 037-47

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: $29,640.35
To: 404-5420-630174-560620 Capital Outlay-Bldg
Cost Center #630174 Cust Fac Rehab II & III 037-47

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: $1,740.00
To: 404-5420-630175-530490 Misc
Cost Center #630175 EMAS Rnwy 27 Dep 037-47

From: 404-5420-63002-560640 Capital Outlay-Equip
Cost Center #63002 KW Airport R&R
For the amount: **$24,396.40**
To: 404-5420-630176-560630 Capital Outlay-Infra
Cost Center #630176 Drng Recon 037-47

Fund #406 Passenger Facility Charge

From: 406-5420-63603-560620 Capital Outlay-Bldg
Cost Center #63603 Passenger Facility Charge
For the amount: $6,072.56
To: 406-5420-636151-560630 Capital Outlay-Infra
Cost Center #636151 EMAS Imp Rnwy 27 037-48

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 6

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #162 Law Enforcement Trust Fund
Cost Center #68801 Law Enforcement Trust Fund

Revenue:		
162-369001SS	**Miscellaneous**	**$175,720.68**
Total Revenue:		**$175,720.68**
Appropriations:		
162-5210-68801-530490	**Miscellaneous**	**$175,720.68**
Total Appropriations:		**$175,720.68**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 7

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #125 – Governmental Fund Type Grants **Grant #C1044**
Cost Center# 13503 EMS Award Grant
Project# GE9803
Function# 5200
Activity# 5260
Offcl/Div# 1012

Revenue:		
125-13503-334200CS-GE9803	**State Grants-Public Safety FY16**	**$31,579.39**
Total Revenue:		**$31,579.39**
Appropriations:		
125-13503-530490-GE9803-530340	**Other Contractual Svcs**	**$31,579.39**
Total Appropriations:		**$31,579.39**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers _____
Mayor Pro Tem Neugent _____
Commissioner Kolhage _____
Commissioner Rice _____
Commissioner Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 8

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund # 404 Key West Int'l Airports
Cost Center# 630170 TSA LEO Grnt HSTS0213HSLR041 **Agreement# HSTS0213HSLR041**
Project# GAKW128 TSA LEO Grnt HSTS0213HSLR041 **CFDA# 97.090**
Function # 5200 **Grant Period:10/1/12-~~1/31/16~~ Ext. 3/31/2016**
Activity #5210 **Mod #P00001**
Official/Division #1018

Revenue:		
404-630170-331200OS-GAKW128	**Federal Grants-Public Safety**	**$21,924.97**
Total Revenue		**$21,924.97**
Appropriations:		
404-630170-530490-GAKW128-530340	**Other Cont. Svcs**	**$21,924.97**
Total Appropriations:		**$21,924.97**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 9

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #404 Key West Airport
Cost Center #630174 Cust Fac Rehab II & III 037-47 **AIP #3-12-0037-047-2013**
Project #GAKA156 Cust Fac Rehab II & III 037-47 **CFDA #20.106**
Function 5400
Activity 5420
Off/Div #1018

Revenue:		
404-630174-331410CT-GAKA156	**Federal Grants-Transportation**	**$108,115.00**
404-630174-334410CT-GAKA156	**State Grants-Transportation**	**$0.00**
Total Revenue:		**$108,115.00**
Appropriations:		
404-630174-560620-GAKA156-560620	**Capital Outlay-Bldg**	**$108,115.00**
Total Appropriations:		**$108,115.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers _____
Mayor Pro Tem Neugent _____
Commissioner Kolhage _____
Commissioner Rice _____
Commissioner Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 10

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #125 – Governmental Fund Type Grants
Cost Center # 6153715 – Community Care for Disabled Adults **Grant#KG070**
Function 5600 Activity 5640 Offcl/Div# 1016 **Grant Period: January 1, 2015-June 30, 2018**
Amendment #001

Revenue:		
125-6153715-334690OH	**State Grants**	**<$60,000.00>**
125-6153715-381001GT	**Trnsfr fm Gen. Fund 001**	**<6,666.67>**
Total Revenue:		**<$66,666.67>**
Appropriations:		
125-6153715-530340	**Other Contract Services**	**<$66,666.67>**
Total Appropriations:		**<$66,666.67>**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers _____
Mayor Pro Tem Neugent _____
Commissioner Kolhage _____
Commissioner Rice _____
Commissioner Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 11

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016 be and the same is hereby increased by the amount hereinafter set forth:

Fund #312 Cudjoe Regional WW Project
Cost Center #23015 Cud Reg WW DEP/ LP44072
Project #PE1509 Cud Reg WW DEP/ LP44072
Function #5300 Activity #5350 Division #1021

Revenue:		
312-23015-381125GT	**State Grant-Phy. Env**	**$69,626.93**
Total Revenue:		**$69,626.93**
Appropriations:		
312-23015-560630	**Capital Outlay-Infrastructure**	**$69,626.93**
Total Appropriations:		**$69,626.93**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 12

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016 be and the same is hereby increased by the amount hereinafter set forth:

Fund #312 Cudjoe Regional WW Project
Cost Center # 23009 Cud Reg WW DEP/LP44072
Project # PE1303 Cud Reg WW DEP/ LP44072
Function # 5300 Activity # 5350 Division # 1021

Revenue:		
312-23009-334350CP	**State Grant-Phy. Env**	**$125,082.00**
Total Revenue:		**$125,082.00**
Appropriations:		
312-23009-560630	**Capital Outlay-Infrastructure**	**$125,082.00**
Total Appropriations:		**$125,082.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 13

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #125 – Governmental Fund Type Grants
Cost Center # 06057 GCC Women's Jail Housed Drg Ab Treat Prgm
Project # GG1602 GCC Women's Jail Housed Drg Ab Treat Prgm
Function #5600 Activity #5690 Official/Division #1000
Contract #2016-JAGC-MONR-1-H3-184 CFDA #16.738 Term: 10/1/15 – 09/30/16

Revenue:		
125-06057-331690OH-GG1602	**Fed Grant- Human Services**	**$37,331.00**
Total Revenue:		**$37,331.00**
Appropriations:		
125-06057-530490-GG1602-530490	**Miscellaneous**	**$37,331.00**
Total Appropriations:		**$37,331.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 14

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #125 – Governmental Fund Type Grants
Cost Center #61003 EPA Improve Water Quality in Res Canals **Grant #X7-00D40915-0**
Function #5300 **Grant Period: 08/01/2015-07/31/2016**
Activity #5390

Revenue:		
125-61003-331390OP	**Fed Grant-Physical Environment**	**$15,001.00**
Total Revenue:		**$15,001.00**
Appropriations:		
125-5390-61003-530490	**Miscellaneous**	**$15,001.00**
Total Appropriations:		**$15,001.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

OMB Schedule Item Number 15

Resolution No. _____ - 2016

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2016 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2016, be and the same is hereby increased by the amount hereinafter set forth:

Fund #158 Special Revenue
Cost Center #06047 Climate Summit

Revenue:		
158-06047-366001OE	**Contribution & Donation from Private Source**	**$6,987.35**
Total Revenue:		**$6,987.35**
Appropriations:		
158-06047-530490	**Miscellaneous**	**$6,987.35**
Total Appropriations:		**$6,987.35**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above unanticipated funds, is hereby authorized and directed to place funds in said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, AD 2016.

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Rice	_____
Commissioner Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: AMY HEAVILIN, Clerk

_____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: Emergency Services

Bulk Item: Yes x No ___ Staff Contact/Phone #: Claudia Wilkerson/289-6014

AGENDA ITEM WORDING:
Approved by the Board, acting as Plan Administrator of the Length of Service Award Plan (LOSAP) to begin 10-year disbursement of funds to one eligible participant, with a monthly benefit of $180.00 commencing May 01, 2016.

ITEM BACKGROUND:
In June of 1999, the Board approved an Ordinance providing for the creation of a Length of Service Award Plan. A member is now eligible for benefits as of May 01, 2016.

PREVIOUS RELEVANT BOCC ACTION:
On June 9, 1999, the Board approved Ordinance No. 026-1999 providing for the creation of a Length of Service Award Plan. Subsequently, annually the Board has approved the current actuarial valuation and credit of an additional year of service.

CONTRACT/AGREEMENT CHANGES:
Not applicable.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $21,600 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $21,600 **SOURCE OF FUNDS:** LOSAP Trust Fund

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CH OMB/Purchasing CB Risk Management MJ

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 06/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: Emergency Services

Bulk Item: Yes x No ___ Staff Contact/Phone #: Claudia Wilkerson/289-6014

AGENDA ITEM WORDING:
Approved by the Board, acting as Plan Administrator of the Length of Service Award Plan (LOSAP) to begin 10-year disbursement of funds to one eligible participant, with a monthly benefit of $150.00 commencing June 01, 2016.

ITEM BACKGROUND:
In June of 1999, the Board approved an Ordinance providing for the creation of a Length of Service Award Plan. A member is now eligible for benefits as of June 01, 2016.

PREVIOUS RELEVANT BOCC ACTION:
On June 9, 1999, the Board approved Ordinance No. 026-1999 providing for the creation of a Length of Service Award Plan. Subsequently, annually the Board has approved the current actuarial valuation and credit of an additional year of service.

CONTRACT/AGREEMENT CHANGES:
Not applicable.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $18,000.00 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $18,000.00 **SOURCE OF FUNDS:** LOSAP Trust Fund

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty CH OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included ___ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 06/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Engineering Services

Bulk Item: Yes X No ___ Staff Contact /Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: Approval of Interlocal Agreement (ILA) with Florida Keys Aqueduct Authority (FKAA) for the full roadway-width asphalt overlay of Ocean Bay Drive in Key Largo.

ITEM BACKGROUND: FKAA contracted with J.A. LaRocco Inc. for water distribution pipeline upgrades on Ocean Bay Dr. in Key Largo. Monroe County Public Works Manual requires that for longitudinal cuts to County roads the entire full lane width within which the cut extends must be properly restored and overlaid with new asphalt. Ocean Bay Dr. between Homestead Ave. and Corrine Place currently has an average PCI score of 60 and this area was tentatively scheduled to be overlaid in the 5th year of the current 5 year roadway improvement program. FKAA's contractor has agreed to overlay this entire roadway section for an estimated cost of $167,500.00. This ILA has Monroe County paying half the estimated cost (approx. $83,750) for the overlay of the entire roadway.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Monroe County staff recommends entering into this agreement to have FKAA's contractor perform the work with the County paying half the cost.

TOTAL COST: $ 83,750 (est) **BUDGETED:** Yes X No __

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $83,750 (est) **SOURCE OF FUNDS:** ___

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FKAA Contract #_____

Effective Date: 3/23/16

Expiration Date: TBD

Contract Purpose/Description:

ILA with FKAA for the overlay of Ocean Bay Drive in Key Largo.

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

for BOCC meeting on March 23, 2016 Agenda Deadline: March 8, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $83,750 (est) Current Year Portion: $83,750 (est)

Budgeted? Yes ☒ No ☐ Account Codes: 304-27002 CR1603-530340

Grant: $ _____

County Match: $ _____

_____-_____-_____-_____-_____

_____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above)

For: _____ (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3/2/16	Yes ☐ No ☐	Judith P. Clarke	3/2/2016
Risk Management	2-29-16	Yes ☐ No ☑	M Sluss	2-29-16
O.M.B./Purchasing	2/29/16	Yes ☐ No ☑	[illegible]	3/2/16
County Attorney	2/29/16	Yes ☐ No ☒	Christine DeGette Barrios	2/29/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

INTERLOCAL AGREEMENT
BETWEEN THE
FLORIDA KEYS AQUEDUCT AUTHORITY
AND
MONROE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT is entered into by and between the Florida Keys Aqueduct Authority (the "Authority") and Monroe County, Florida, each of which is an independent, existing entity serving as a public agency under the laws of the State of Florida.

WHEREAS, the Florida Keys Aqueduct Authority (Authority) was created by Special Legislation, Chapter 76-441, Laws of Florida, as amended; and

WHEREAS, Monroe County (County), is a political subdivision of the State of Florida; and

WHEREAS, the Authority has contracted with J.A. LaRocco Inc. for water distribution pipeline upgrades within Ocean Bay Drive, Key Largo, Florida.

WHEREAS, the Authority and the County desire to enter into an Interlocal Agreement whereby the Authority will provide a full roadway-width asphalt overlay on the roadway Ocean Bay Drive within Key Largo, Florida.

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and Monroe County hereby agree, stipulate, and covenant as follows:

ARTICLE I
DEFINITIONS

WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:
"**Agreement**" means this Interlocal Agreement.

"**Authority**" means the Florida Keys Aqueduct Authority.

"**Authorized Representative**" means the official of the Authority or the Monroe County authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"**County**" means Monroe County, Florida.

"**Contractor**" shall mean J.A. LaRocco, Inc.

ARTICLE II

INTERLOCAL AGREEMENT

SECTION 2.01 PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish a funding mechanism for the following described project:

The Authority shall provide a "Roadway Full Width Asphalt Overlay" and temporary and final striping of the roadway Ocean Bay Drive within Key Largo, Florida which is receiving Authority water distribution upgrades.

It is understood and agreed that both Authority and County representatives will participate in a visual inspection prior to the commencement of asphalt overlay operations to determine that all portions of the roadways listed above remain in acceptable condition for paving. Any noted deficiencies will be corrected by Contractor within fifteen (15) calendar days of the inspection date at no cost to Authority. The Authority will specify in its contract with its Contractor that the asphalt overlay will meet all of the applicable requirements imposed by law. Without limiting the generality of the foregoing, the contract will specify that the overlay will meet the requirements of the Monroe County Code of Ordinances, Part I, Chapter 19, Article II in effect at the time of the overlay. The Authority will direct the Contractor to perform the work, and will be responsible for monitoring the progress of the work and final inspection of the work upon completion. The Authority will notify the County at least seven (7) calendar days before commencement of the work, and at least seven days prior to final inspection. The County may have a representative present at the final inspection and approval of the work.

The County agrees to reimburse the Authority approximately $83,750.00 (or ½ of total cost) of the estimated $167,500.00 complete asphalt overlay. Approximately 10,700 square yards of

asphalt overlay is established in the Authority's contract with Contractor. It is understood and agreed to by the Authority and County that reimbursement for the completed work outlined above will be payable to the Authority within thirty (30) calendar days of receipt by the County of final invoicing by the Authority.

ARTICLE III

GENERAL PROVISIONS

SECTION 3.01 ASSIGNMENT OF RIGHTS UNDER AGREEMENT. Neither the Authority nor the County shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party.

SECTION 3.02 AMENDMENT OF AGREEMENT. This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

SECTION 3.03 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. The Authority and County 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.

SECTION 3.04 ATTORNEY'S FEES AND COSTS. The Authority and County agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules

of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

SECTION 3.05 ADJUDICATION OF DISPUTES OR DISAGREEMENTS. 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 no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a joint public meeting of the governing bodies of the parties. If the issue or issues are still not resolved to the satisfaction of both parties, then either shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law; provided, however, the unresolved issue or issues shall be submitted to mediation prior to the institution of any administrative or legal proceeding.

SECTION 3.06 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 VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; and (9) any other nondiscrimination

provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 3.07 COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 3.08 COVENANT OF NO INTEREST. The Parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 3.09 CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

SECTION 3.10 NO SOLICITATION/PAYMENT. The Parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 3.11 PUBLIC ACCESS TO 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.

SECTION 3.12 NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by a party be required to contain any provision for waiver.

SECTION 3.13 LEGAL OBLIGATIONS; NON-DELEGATION OF DUTIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

SECTION 3.14 NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the Authority nor the 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.

SECTION 3.15 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 a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 3.16 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.

SECTION 3.17 GOVERNING LAW; 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 Monroe County, Florida.

ARTICLE IV

EXECUTION OF AGREEMENT

SECTION 4.01 COUNTERPARTS. This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 4.02 SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supersedes any prior agreements, understandings, or communications on the subject of the Agreement, whether written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the Authority's Executive Director and the County's Mayor.

AUTHORITY Board Approved:

FLORIDA KEYS AQUEDUCT AUTHORITY

ATTEST:

By:_____
Kirk C. Zuelch, Executive Director

_____
Clerk

MONROE COUNTY

ATTEST:

By:_____
Heather Carruthers, Mayor

_____
Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/3/16

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Division: Public Works

Bulk Item: Yes X No ___ Department: Fleet Management

Staff Contact Person/Phone #: Roy Sanchez / 292-3572

AGENDA ITEM WORDING: Approval of Consent to Assignment by and between Monroe County and Dion Oil Company LLC hereafter ASSIGNOR, and Dion Fuels LLC ASSIGNEE, regarding the existing contract dated January 21st, 2014 for unleaded gasoline and diesel fuel.

ITEM BACKGROUND: The County received a letter from Dion Company LLC on February 16, 2016 advising that the company has been sold to Dion Fuels LLC effective 2/23/16. The letter further indicates that the staff will remain the same and the level of service will remain the same. The Consent to Assignment before the Board for approval will allow the Dion Fuels LLC to be bound by all the terms and conditions of the original agreement, as amended effective 2/23/16.

PREVIOUS RELEVANT BOCC ACTION: On January 16, 2014, the Board authorized execution of the current contract with Dion Oil Company, LLC. The Board also approved an Addendum to the Agreement on June 11th, 2014 and the two (2) renewals on 11/19/2014 and 11/17, 2015..

CONTRACT/AGREEMENT CHANGES: Approve Consent to Assignment – no change in price.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Approx. $400,000.00 **INDIRECT COST:** ___ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: approx.. $365,000.00 **SOURCE OF FUNDS:** 504-23502-530521/523

Approx. 50% ad valorem / 25% non-ad valorem / 25% gas tax

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty CMB OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dion Oil Company, LLC Contract #_____

Effective Date: 1/21/2016

Expiration Date: 1/20/2017

Contract Purpose/Description:

To supply unleaded gasoline and diesel fuel to Monroe County and Monroe County School Board fueling facilities throughout the Keys.

Contract Manager: Roy Sanchez (Name) | 3572 (Ext.) | Fleet Management (Department/Stop #)

for BOCC meeting on 3/23/2016 Agenda Deadline: 3/8/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 450,000.00 Current Year Portion: $ 365,000.00 approx.

Budgeted? Yes☒ No☐ Account Codes: All-Departments-plus-other-agencies

Grant: $ _____ 504-23502-530521-_____-_____

County Match: $ _____ 504-23502-530523-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	2/24/16	Yes☐ No☐		2/24/16
Risk Management	2-18-16	Yes☐ No☑	M. Flynn	2-18-16
O.M.B./Purchasing	2/18/16	Yes☐ No☑	MWelson	2/18/16
County Attorney	2/17/16	Yes☐ No☒	Christine Dilbert Barrada	2/18/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

CONSENT TO ASSIGNMENT

This Consent to Assignment is entered into this **23rd** day of **March, 2016**, by and between Monroe County, a political subdivision of the State of Florida, hereafter COUNTY, and Dion Oil Company LLC hereafter ASSIGNOR, and Dion Fuels LLC, hereafter ASSIGNEE.

WHEREAS, on January 16, 2014, the COUNTY and Dion Oil Company LLC, ASSIGNOR entered into a contract establishing ASSIGNOR as unleaded gasoline and diesel fuel supplier for COUNTY; and

WHEREAS, COUNTY received notice that ASSIGNOR is selling the company and assigning its rights, title and interest in the original agreement to Dion Fuels LLC ASSIGNEE; and

Now therefore, in consideration of the mutual promises of the original agreement as amended herein, the parties agree as follows:

1. The Assignor assigns to Assignee all the Assignor's rights, title and interest in the original agreement.

2. In consideration for such consent, the Assignee agrees to be bound by all the terms and conditions of the original agreement, as amended.

3. The remaining provisions of the agreement dated January 16, 2014, as amended June 11th, 2014, renewed on November 19th, 2014 and November 17th, 2015 not inconsistent herewith, remain in full force and effect.

4. The County consents to the assignment of the agreement, from the Assignor to the Assignee.

5. This Assignment is effective retroactively to February 23, 2016.

(SEAL)
Attest: AMY HEAVILIN, Clerk

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Dion Oil Company LLC.
(ASSIGNOR)

Witness:

By: _____
Signature

Judith Simms
Printed Name/Title

By: _____
Signature

~~JOHN CARY / PRESIDENT~~ CEO
Printed Name/Title

Date: 2-25-16

Witness:

By _____
Signature

Judith K Simons
Printed Name/Title

Dion Fuels LLC
(ASSIGNEE)

By: _____
Signature

President
Printed Name/Title

Date: 2/25/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Lippert-Barrows
CHRISTINE M. LIPPERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 2/18/16

Dion Oil Company LLC
P.O. Box 1209
Key West, FL 33041
PH (305) 296-2000 FAX (305) 296-0635

RECEIVED
FEB 16 2016
BY:

Ms. Tania Stoughton
Monroe County Public Works
3583 S. Roosevelt Blvd.
Key West, Florida 33041-6100

2/16/16

RE: Contract Unleaded Gasoline & Diesel fuel supplier
Contract dated 1/16/14 with 2 one year options

Dear Ms. Stoughton:

This letter is to confirm effective 2/23/16 Dion Oil Company LLC has been sold to Dion Fuels LLC. Terms and conditions of the above referenced contract remain the same in and effect.

The Dion staff that you have been working with over the years will remain the same and you will continue to receive the same level of service from Dion Fuels LLC.

I would like to thank Monroe County Public Works and The School District of Monroe County for doing business with Dion Oil Company LLC over the years.

Sincerely,

Suzanne D. Banks/CEO
Dion Oil Company LLC

cc: John Cary/President; Dion Fuels LLC
Randy Fabal/Supervisor Transportation; MCSB

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

DION FUELS, LLC

Filing Information

Document Number	L16000005573
FEI/EIN Number	NONE
Date Filed	01/07/2016
Effective Date	01/07/2016
State	FL
Status	ACTIVE

Principal Address

638 UNITED STREET
KEY WEST, FL 33040

Mailing Address

638 UNITED STREET
KEY WEST, FL 33040

Registered Agent Name & Address

CARY, JOHN
638 UNITED STREET
KEY WEST, FL 33040

Authorized Person(s) Detail

Name & Address

Title MGR

UPHOFF, STEVEN M
638 UNITED STREET
KEY WEST, FL 33040

Title MGR

UPHOFF, LINDA G
638 UNITED STREET
KEY WEST, FL 33040

Annual Reports

No Annual Reports Filed

Document Images

01/07/2016 -- Florida Limited Liability | View image in PDF format

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State of Florida, Department of State

DIONENT OP ID KL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morris & Reynolds Inc. 14821 South Dixie Highway Miami, FL 33176 Robert D. Reynolds	Phone: 305-238-1000 Fax: 305-255-9643
INSURED Dion Fuels LLC Mr. Steven Uphoff Post Office Box 1209 Key West, FL 33041	CONTACT NAME PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance	21113
INSURER B: Bridgefield Employers Ins. Co.	10701
INSURER C: Endurance Reinsurance	11551
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			5068840536	02/08/2016	02/08/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	ANY AUTO			5068840536	02/08/2016	02/08/2017	BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR							
A	EXCESS LIAB CLAIMS-MADE			5238037188	02/08/2016	02/08/2017	EACH OCCURRENCE	$ 10,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A			83040822	02/08/2016	02/08/2017	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Excess Liability			EXC30000056100	02/08/2016	02/08/2017	Excess Li	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Petroleum Distributor - State of Florida
Monroe County Board of County Commissioners are Additional Insured on Liability Policies as their interest may appear with respect to contract for fuel delivery services

(APPROVED BY RISK MANAGEMENT
BY
DATE 2-23-16
WAIVER N/A YES
Orig: Clerk
cc File
Terra - Fleet

CERTIFICATE HOLDER

Monroe County BOCC
Risk Managment
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT
UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

THIS AGREEMENT, made and entered into this 16th day of January, 2014, by and between the MONROE COUNTY, a political subdivision of the State of Florida hereinafter called "County" and DION OIL COMPANY, LLC., a Florida Limited Liability Company, hereinafter called "Vendor".

WITNESSETH:

WHEREAS, the County maintains gasoline and diesel fueling facilites throughout Monroe County for purposes of fueling County vehicles; and

WHEREAS, the Vendor is qualifed, properly equipped and is in the business of providing gasoline and diesel fuel to fueling facitlies; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. DESCRIPTION

A. The Vendor shall deliver Low, Medium, or High Octane Gasoline as requested by the County and Ultra Low Diesel Fuel (Clear and Dyed) to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00pm.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All deliveries must be supervised and delivery tickets must be signed and dated by Monroe County personnel.

E. The Vendor shall have the capability to pump fuel into elevated and/or aboveground tanks through standard quick detachable couplings.

F. The Vendor shall prioritize the County and have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

2. TERM OF CONTRACT

A. This Agreement shall be for a period of One (1) year commencing upon the day in which it has been approved by the Board of County Commssioners, as indicated at the top of page 1 of this Agreement.

B. The County shall have the option to renew this Agreement after the first year, for two (2) additional one (1) year periods.

3. HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Contract, Vendor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs imposed by any governmental agency by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Vendor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Vendor or any of its employees, agents, contractors or other invitees, or (C) Vendor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Vendor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this Section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

4. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated in the General Insurance Requirements for Suppliers of Goods or Services section of this Agreement.

5. PAYMENT

A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.

B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date delivered.

Unleaded Gasoline (Any Octane)		Ultra Low Sulfur Diesel (Clear and Dyed)	
$ .185	Key West	$ .215	Key West
$ .165	Sugarloaf	$ .195	Sugarloaf
$ .145	Marathon	$ .175	Marathon
$ .125	Plantation Key	$ .135	Plantation Key
$ .125	Coral Shores	$ .135	Coral Shores
$ .105	Key Largo	$ .115	Key Largo

C. The Vendor shall submit invoices to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein.

D. Upon receipt of an Invoice the County shall have thirty days, in accordance with the Florida Prompt Act, to render payment to Vendor.

E. Gasoline and Diesel Fuel taxes must be itemized on each invoice.

6. INDEPENDENT VENDOR

At all times and for all purposes under this Agreement the Vendor is an independent Contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this Agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

7. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this Agreement.

8. ASSIGNMENT

Vendor shall not assign or subcontract this Agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary. This Agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this Agreement, the Vendor shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

10. NOTICE REQUIREMENT

Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

For County:

Fleet Management Services
3583 S. Roosevelt Blvd.
Key West, FL 33040

For Vendor:

Dion Oil Company, LLC
P. O. Box 1209
Key West, FL 33041-1209

11. FUNDING AVAILABILITY

In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or cannot be obtained or cannot be continued at levels sufficient to allow for the purchase of services/goods specified herein, this Agreement may then be terminated immediately at the option of the County by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

12. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The Vendor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of Vendor.

13. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($3000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. TERMINATION

If the Vendor fails to fulfill the terms of this Agreement, or attachments, properly or on time, otherwise violates the provisions of the Agreement, the County may terminate the Agreement by written notice. The notice shall specify cause. The County shall pay the Vendor the contract price for goods delivered but not paid for on the date of termination, less any amount of damages caused by the Vendor's breach. If those damages are more than the amount due the Vendor then the Vendor remains liable to the County for the excess amount.

15. APPLICABLE LAWS 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 County and Vendor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Vendor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. ATTORNEY'S FEES AND COSTS

The County and Vendor agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

17. BOOKS, RECORDS AND DOCUMENTS

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreemetn for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the Vendor.

18. 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. The County and Vendor 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.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Vendor and their respective legal representatives, successors, and assigns.

20. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

21. CLAIMS FOR FEDERAL OR STATE AID

Vendor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Vendor 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 no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. 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.

23. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Vendor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Vendor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. NONDISCRIMATION

Vendor agrees 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. Vendor agrees 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 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 s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

25. COVENANT OF NO INTEREST County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

26. CODE OF ETHICS County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

27. NO SOLICITATION/PAYMENT The County and Vendor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Vendor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. PUBLIC ACCESS The County and Vendor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Vendor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Vendor.

29. NON-WAIVER OF IMMUNITY Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Vendor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

30. PRIVILEGES AND IMMUNITIES All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

32. NON-RELIANCE BY NON-PARTIES No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Vendor agree that neither the County nor the Vendor or any agent, officer, or employee of either 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.

33. ATTESTATIONS Vendor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

34. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

35. EXECUTION IN COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

36. 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.

37. MUTUAL REVIEW This Agreement has been carefully reviewed by the Vendor and the County, 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 executed this agreement the day and year first above written,

(Seal)

Attest: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By: _____
~~Mayor/Chairman~~
Mayor Pro-Tem

VENDOR:

BY _____

DATE: 12-6-13

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/4/13

(Corporate Seal)

Attest:

_____
Witness

_____
Witness

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND
DION OIL COMPANY, LLC.

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$ 1,000,000 per Occurrence
$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND
DION OIL COMPANY, LLC.

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND
DION OIL COMPANY, LLC.

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

HAZARDOUS CARGO TRANSPORTERS LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND
DION OIL COMPANY, LLC.

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an **MCS-90** Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$1,000,000 per Occurrence

Dion Oil Company, LLC
P.O. Box 1209
Key West, Florida 33041
305-296-2000 phone
305-296-0635 Fax

11/7/2013

COPY

Monroe County Purchasing Office
1100 Simonton Street, Room 1-213
Key West, Florida 33040

RE: Unleaded Gasoline and Diesel Fuel Supplier for Monroe County, Florida
BID-NONE-73-0-2013/ec

Dear Monroe County:

Please find enclosed completed bid proposal from Dion Oil Company LLC for Unleaded Gasoline and Diesel Fuel.

Dion Oil Company LLC has been delivering fuel for over sixty five years and our goal is to provide safe and excellent service at competitive pricing. We have proven experience in delivering to Monroe County Public Works and other government entities.

Our company has an established Drug Free Workplace Policy. We feel that eliminating drug and alcohol abuse, we improve the health, safety, and productivity of our employees, and in turn the quality of service we offer to our customers.

Dion Oil Company has multiple fuel suppliers to service this bid including Chevron, Citgo, Exxon/Mobil, and Marathon Petroleum. We feel that this gives us an advantage in any situation including emergency services.

We appreciate your consideration of Dion Oil Company LLC when awarding this bid.

Sincerely,

Suzanne D. Banks
CEO
Dion Oil Company, LLC

SECTION TWO: BID RESPONSE AND COUNTY FORMS

SUBMISSION RESPONSE FORM PART I

Unleaded Gasoline and Diesel Fuel Supplier for Monroe County, Florida

BID TO:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

The undersigned, having carefully examined the specifications, bid and addenda thereto and other bid documents for:

Unleaded Gasoline and Diesel Fuel Supplier for Monroe County, Florida

in conformance with said specifications and other bid documents including Addenda issued thereto.

I acknowledge receipt of Addendum (a) No.(s) N/A.

Delivery 2 days.

I have included:

- The Submission Response Form Parts I and II XX
- Lobbying and Conflict of Interest Clause Form XX
- Non-Collusion Affidavit XX
- Drug Free Workplace Form XX

(Check mark items above, as a reminder that they are included.)

Company Name: Dion Oil Company LLC

Mailing Address: P.O. Box 1209
Key West, Florida 33041

Telephone: 305-296-2000
Fax: 305-296-0635

Date: 11/6/13

Signed: Suzanne D Banks

Witness: Judith K Simons

Name: Suzanne D. Banks

(SEAL)

Title: Suzanne D. Banks President of Larry Dion Corp., General Partner for Dion Partnership LTD, Managing Member of Dion Oil Company LLC

Applicable License(s) Number: 1002866

Federal I.D. # 65-1049126

Type: Fuel Pollutants License

BID-none-73-B-2013/KC

SUBMISSION RESPONSE FORM PART II

Item Description: Monroe County markup/delivery charges per gallon, above Port Everglades Florida Terminal (RACK) price from date delivered.

Unleaded Gasoline (Any Octane)		Ultra Low Sulfur Diesel (Clear and Dyed)	
$ .185	Key West	$ .215	Key West
$ .165	Sugarloaf	$ .195	Sugarloaf
$ .145	Marathon	$ .175	Marathon
$ .125	Plantation Key	$ .135	Plantation Key
$ .125	Coral Shores	$ .135	Coral Shores
$ .105	Key Largo	$ .115	Key Largo

Suzanne D Banks

(Signature of Bidder)

11/6/13

(Date)

Suzanne D. Banks, President of Larry Dion Corp., General Partner for Dion Partnership LTD, Managing Member of Dion Oil Company LLC

BID-MMAP-23-[illegible]

Dion Oil Company, LLC
P.O. Box 1209
Key West, FL 33041-1209
305-296-2000

RE: Monroe County, Florida
Unleaded Gasoline and Diesel Supplier Bid Monroe County, Florida
Due on or before 11/12/13 at 3:00 pm

10. Content of Submission

B. The following information

(1&2). A list of the person's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; a list of the officers and directors of the person:

Suzanne D. Banks is the sole shareholder.

Dion Partnership, Ltd is the managing member of Dion Oil Company, LLC.
Dion Partnership, Ltd's general partner is Larry Dion Corporation.
Suzanne D. Banks, President, Vice President & Secretary of Larry Dion Corp.
whose address is 21071 6th Avenue E, Cudjoe Key, Florida, 33042-4031.

3. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications; 65 years.
4. The number of years the person has operated under its present name and any prior names; 65 years.
5. Answers to the following questions regarding claims and suits:
   a. Has the person ever failed to complete work or provide the goods for which it has contracted? No.
   b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? No.
   c. Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? No.
   d. Has the person ever initiated litigation against the county or been sued by the county in connection with a contract top provide services, goods or construction services? No.
   e. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish similar to those sought in the request for bids; No.

RE: Monroe County, Florida
Unleaded Gasoline and Diesel Supplier Bid Monroe County, Florida
Due on or before 11/12/13 at 3:00 pm

Content of Submission *(continued)*

f. Customer references:

Florida Keys Aqueduct Authority, 1100 Kennedy Drive, Key West, Florida, 33040; phone: 1-305-296-2454

Monroe County School Board, 242 Trumbo Street, Key West, Florida, 33040; phone: 1-305-293-1400

Florida Keys Mosquito Control, 5224 College Road, Key West, Florida, 33040; phone: 1-305-292-7190

g. Credit references:

Citgo Petroleum, P.O. Box 75065, Charlotte, NC, 28275
Phone: 1-800-554-4075

Exxon/Mobil, P.O. Box 101537, Atlanta, GA 30392
Phone: 1-877-566-3478

h. Any information requested by the county department involved in soliciting the bids related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and board of county commissioners to determine if the person bidding is responsible. Available upon request.

BID-none-73-0-2013lec

NON-COLLUSION AFFIDAVIT

I, Suzanne D. Banks of the city of Key West, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President of Larry Dion Corp., General Partner for Dion Partnership LTD., Managing Member.
   of the firm of Dion Oil Company LLC

making the Bid for the services/work/project described in the Request for Bids for: unleaded Gasoline And Diesel Fuel (BID-MOE-73-C-2013(CC)) and that I executed the said Bid with full authority to do so:

2. The prices in this bid/Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. Unless otherwise required by law, the prices and percentage of return which have been quoted in this bid/Bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to bid/Bid opening, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a bid/Bid for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for the project/services/work.

Suzanne D Banks
(Signature of Bidder)

11/6/13
(Date)

STATE OF: Florida

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Suzanne D. Banks who, did after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 6th day of November 2013. "personally Known to me"

JUDITH KATHERINE SIMONS
MY COMMISSION # EE052637
EXPIRES January 25, 2015
(407) 398-0153 FloridaNotaryService.com

Judith Katherine Simons
NOTARY PUBLIC

Judith Katherine Simons

My Commission Expires: 1/25/15

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Suzanne D. Banks
(Company Officer/Partner/Individual)"

warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

Suzanne D. Banks
(Signature)

Date: 11/6/13

Suzanne D. Banks, President of Larry Dion Corp., General Partner for Dion Partnership LTD, Managing Member of Dion Oil Company LLC

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on 11/6/13

(date) by Suzanne D. Banks (name of affiant). ~~He~~/She is personally known to me or ~~has produced~~ _____ as ~~identification. (type of identification)~~

JUDITH KATHERINE SIMONS
MY COMMISSION # EE 192637
EXPIRES January 25, 2015
FloridaNotaryService.com

Judith Katherine Simons
NOTARY PUBLIC

My commission expires: Judith Katherine Simons 1/25/15

DRUG-FREE WORKPLACE FORM

The undersigned Contractor/bidder/responder in accordance with Florida Statute 287.087 hereby certifies that:

Dion Oil Company LLC

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

11/6/13

Date

Suzanne D. Banks, President of Larry Dion Corp., General Partner for Dion Partnership LTD, Managing Member of Dion Oil Company LLC

STATE OF: Florida

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Suzanne D. Banks who,after first being sworn by me, (name of individual signing) affixed ~~his~~/her signature in the space provided above on this 6th day of November 2013. "personally Known to me"

JUDITH KATHERINE SIMONS
MY COMMISSION # EE052637
EXPIRES January 25, 2015
FloridaNotaryService.com
(407) 398-0153

NOTARY PUBLIC

Judith Katherine Simons

My Commission Expires: 1/25/15

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: KL1

DATE (MM/DD/YYYY): 10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morris & Reynolds Inc. 14821 South Dixie Highway Miami, FL 33176 Robert D. Reynolds Phone: 305-238-1000 Fax: 305-255-9643	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DIONOIL
INSURED Dion Oil Company etal Ms. Suzanne Dion Banks Post Office Box 1209 Key West, FL 33041-1209	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : United States Fire Insurance 21113 INSURER B : Bridgefield Employers Ins. Co. 10701 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC			0506872123200	01/01/2013	01/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liq Liab	$ 1,000,000 $ 150,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS A X COMP/COLLISION			0506872123200 INCL MSC90 INCL CA9948-BROADENED POL -HIRED AUTO	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $ 0			0523707073200	01/01/2013	01/01/2014	EACH OCCURRENCE AGGREGATE PROD AGG	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below			83047667	04/01/2013	04/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Petroleum Distributor - State of Florida MCS 90 RE: Unleaded Gasoline and Distributor Fuel Supplier for Monroe County, Florida , BID-none-73-0-2013/ec **Monroe County and Monroe County Board of County Commissioners are Additional Insured re: Liability as their interest may appear, Per contract with the in

CERTIFICATE HOLDER

MONROE8

**Monroe County
Risk Management
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

OP ID: KL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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RECEIVED MAR ... MONROE COUNTY RISK MANAGEMENT

PRODUCER
Morris & Reynolds Inc.
14821 South Dixie Highway
Miami, FL 33176
Robert D. Reynolds

Phone: 305-238-1000
Fax: 305-255-9643

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DIONOIL

INSURED
Dion Oil Company etal
Ms. Suzanne Dion Banks
Post Office Box 1209
Key West, FL 33041-1209

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance	21113
INSURER B: Bridgefield Employers Ins. Co.	10701
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY; X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE X OCCUR; X Liquor Liability; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			0506872123200	01/01/2013	01/01/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liq Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY; ANY AUTO; X ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			0506872123200 INCL MSC90 INCL CA9948-BROADENED POL	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
A	X COMP/COLLISION			-HIRED AUTO	01/01/2013	01/01/2014		$
								$
A	X UMBRELLA LIAB X OCCUR; EXCESS LIAB CLAIMS-MADE; DEDUCTIBLE; RETENTION $ 0			0523707073200	01/01/2013	01/01/2014	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							PROD AGG	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83047667	04/01/2013	04/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Petroleum Distributor - State of Florida
Monroe County Board of County Commissioners are Additional Insured on Liability Policies as their interest may appear with respect to contract for fuel delivery services

APPROVED BY RISK MANAGEMENT
BY [signature]
DATE 3.28.13
WAIVER N/A X YES
org: Clerk
cc: file
Ronnie-Pluet

CERTIFICATE HOLDER

MONROE8

Monroe County BOCC
Risk Managment
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[signature]

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DIONOIL OP ID: DT1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Morris & Reynolds Inc. 14821 South Dixie Highway Miami, FL 33176 Robert D. Reynolds Phone: 305-238-1000 Fax: 305-255-9643	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Dion Oil Company Ms. Suzanne Dion Banks Post Office Box 1209 Key West, FL 33041	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United States Fire Insurance — 21113 INSURER B : Bridgefield Employers Ins. Co. — 10701 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			5068754649	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5068754649	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			5237084862	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83047667	04/01/2013	04/01/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Petroleum Distributor - State of Florida
Monroe County Board of County Commissioners are Additional Insured on Liability Policies as their interest may appear with respect to contract for fuel delivery services

APPROVED BY RISK MANAGEMENT
BY
DATE 1-2-14
WAIVER N/A X YES
org. client
c.c. file
Tania - FAC.

CERTIFICATE HOLDER

MONROE8

Monroe County BOCC
Risk Managment
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 11 day of June, 2014, between the COUNTY OF MONROE and DION OIL COMPANY L.L.C.; in order to amend that certain agreement between the parties dated January 16th, 2014 as follows:

Paragraph 1 (A.) is amended to read as follows:

1. DESCRIPTION

A. The Vendor shall annually deliver; approximately 175,000 gallons of Low, Medium, or High Octane Gasoline as requested by the County, and approximately 70,000 gallons of Ultra Low Diesel Fuel (Clear and Dyed) to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board Departments, and on the dates requested by such Departments. Fuel shall be delivered the next day if requested by 4:00 pm.

B. In all other respects, the agreement dated January 16th, 2014, remains in full force and effect.

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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Sylvia J. Murphy

(Seal)

Attest: AMY HEAVILIN, CLERK

By: _____

DION OIL COMPANY L.L.C.

By: Suzanne D Banks

_____
(Witness)

_____
(Witness)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 5/27/14

DIONOIL OP ID: KL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2014

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PRODUCER
Morris & Reynolds Inc.
14821 South Dixie Highway
Miami, FL 33176
Robert D. Reynolds
Phone: 305-238-1000
Fax: 305-255-9643

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED
Dion Oil Company
Ms. Suzanne Dion Banks
Post Office Box 1209
Key West, FL 33041

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Fire Insurance	21113
INSURER B : Bridgefield Employers Ins. Co.	10701
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			5068754649	01/01/2014	01/01/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
	AUTOMOBILE LIABILITY							
A	ANY AUTO			5068754649	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB OCCUR							
A	EXCESS LIAB CLAIMS-MADE			5237084862	01/01/2014	01/01/2015	EACH OCCURRENCE	$ 10,000,000
	DED RETENTION $						AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			83047667	04/01/2014	04/01/2015	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Petroleum Distributor - State of Florida
Monroe County Board of County Commissioners are Additional Insured on Liability Policies as their interest may appear with respect to contract for fuel delivery services

APPROVED BY RISK MANAGEMENT
DATE 4-1-14
WAIVER N/A X YES

org: Gene
cc file
Tania - Flee

CERTIFICATE HOLDER

MONROE8

Monroe County BOCC
Risk Managment
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of November, 2014 between the **COUNTY OF MONROE** and **DION OIL COMPANY** in order to renew the agreement between the parties dated January 16th, 2014.

1. In accordance with Paragraph II (B) of the 2014 agreement, the County hereby exercises its option to renew the Agreement for the 1st additional one-year term beginning January 21st, 2015.

2. In all other respects, the agreement between the parties dated January 16th, 2014 remains in full force and effect.

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

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/14/14

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

WITNESSES:

_____

_____

DION OIL COMPANY

By _____
Vice President

RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of November, 2015 between the **COUNTY OF MONROE** and **DION OIL COMPANY** in order to renew the agreement between the parties dated January 16th, 2014.

1. In accordance with Paragraph II (B) of the 2014 agreement, the County hereby exercises its option to renew the Agreement for the 2nd additional one-year term beginning January 21st, 2016.

2. In all other respects, the agreement between the parties dated January 16th, 2014 remains in full force and effect.

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

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

By Leigh Robertson

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

WITNESSES:

_____

_____

DION OIL COMPANY

By _____
Vice President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Gilbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 10/15/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Public Works/Engineering

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Kevin Wilson X8797

AGENDA ITEM WORDING: Receipt of monthly report on change orders reviewed by the County Administrator's Office.

ITEM BACKGROUND: There were seven change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning January 26, 2016 and ending February 29, 2016 totaling $45,650.00. There were no change order requests denied.

PREVIOUS RELEVANT BOCC ACTION: On September 9, 1998, Ordinance No. 026-1998 was adopted in order to provide that the County Administrator may approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $25,000.00 or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: N/A

TOTAL COST: N/A Indirect Costs _____ **BUDGETED:** Yes N/A No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

PM 1

Revised 7/09

CHANGE ORDERS
CONSIDERED BY THE COUNTY ADMINISTRATOR'S OFFICE
FOR THE PERIOD 01/26/16 – 02/29/16

PROJECT	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
Magnolia Street Public Works Facility	#4	($3,481.94)	Credit for helical piles & add steel plates to concrete slab for the mezzanine deck.	*01/29/16	It was not known that there was an existing concrete slab where six helical piles were to be installed.
Crawl Key Fire Training Academy	#3	$26,423.64	Upgrade to the fire line service to meet code.	*01/29/16	The existing Reduced Pressure Zone Devise, RPZD yielded unacceptable pressure and flow for the fire sprinkler system.
Grouper Lane Roadway and Drainage Improvements	#1	$17,850.00	Additional time and materials to incorporate the Sea Level Rise program.	*02/04/16	Changes in the scope of work to include the sea level rise program.
Magnolia Street Public Works Facility	#3	$2,435.15	Correction to the inconsistencies between the window schedule and the floor and elevation plans.	*02/12/16	Inconsistency in the specifications.
Senior Nutrition Center Renovations	#1	$2,423.85	Engineer evaluation and shoring rental.	*02/16/16	Shoring needed to hold up the building.
Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key.	#5	$0.00	14 day time extension for substantial completion for the combined canals #266/#290, from January 6, 2016 to January 20, 2016.	*02/24/16	Additional time needed to secure the supply of new polymers.
Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key.	#6	$0.00	9 day time extension for substantial completion for canal #266 from January 3, 2016 to January 12, 2016.	*02/24/16	Delays in receipt of vendor final release of liens.

Total $45,650.00

* Approved

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Magnolia Street Public Works Facility,

CHANGE ORDER NO: *4*

INITIATION DATE: ***January 21, 2016***

TO CONTRACTOR:

CONTRACT DATE: 10/30/15

CONTRACTOR CHANGE ORDER REQUEST NO: 8

Burke Construction Group, Inc.
10145 NW 19th Street
Miami Florida 33172

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$1,175,500.00
Net change by previously authorized Change Orders	$ 12,105.80
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$1,187,605.80
The (Contract Sum) (Guaranteed Maximum Price) will be (**increased**) (decreased) (unchanged) by this Change Order	$ (3,481.94)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$1,184,123.86
The Contract Time will be (increased) (decreased) (unchanged) by	0 Days
The date of Substantial Completion as of the date of this Change Order is	June 16, 2016

Detailed description of change order and justification:

Credit for 6 helical piles and caissons that were planned for the columns for the mezzanine deck, and add labor and materials to add 6 16" X 16" X 1" steel plates to existing concrete slab.

This change Order is (.2962%) of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
CSA Architects — Date 1/26/2016

CONTRACTOR:
Burke Construction Group Inc. — Date 1/26/16

DIRECTOR, PROJECT MANAGEMENT
Doug Sposito — Date 1/27/16

COUNTY/ASSISTANT ADMINISTRATOR:
Roman Gastesi
Kevin Wilson
Christine Hurley — Date 1/29/16

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes☒ No ☐

When the original specifications were drawn, it was not known that there was an existing concrete slab under where six helical piles were to be installed for the footing of the mezzanine deck.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

Change Order Request

AIA Document G710

OWNER	X
ARCHITECT	
CONTRACTOR	X
FIELD	
SUBCONTRACTOR	

BURKE Construction Group Inc.

PROJECT: Magnolia St. Public Works
300 Magnolia St.
Key Largo< Florida33037

CHANGE ORDER NUMBER: 008
DATE: 1/21/2016
CONTRRACTOR PROJECT#: 1516

CONTRACTOR: Burke Construction Group, Inc.
10145 N.W. 19th Street
Doral, Florida33172

Prime Contract Change Order #008: Credit Helical Pile and Add Misc. Metals

TO:	**Monroe County Engineering** 1100 Simonton Street Key West, Florida 33040	**FROM:**	**Burke Construction Group, Inc.** 10145 NW 19th Street Miami Florida 33172
DATE CREATED:	1/21/2016	**CREATED BY:**	Armando Silveira **(Burke Construction Group, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Jose Aquila **(Currie Sowards Aguila Architects)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1516:Magnolia St. Public Works Prime Contract	**TOTAL AMOUNT:**	($3,481.94)

DESCRIPTION:
Credit 6 helical piles in existing building and add misc metals to columns per RFI #12 Rev. #1.

ATTACHMENTS:
Signed - PO 1516-005 - N Square Inc..pdf Erick Construction - CO #01.pdf Response - RFI 012 Rev. #1 helical pile conflict.pdf

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
008	Credit Helical Pile and Add Misc. Metals		($3,481.94)
		TOTAL:	**($3,481.94)**

CHANGE ORDER LINE ITEMS:

Change Order Request

OWNER	X
ARCHITECT	
CONTRACTOR	X
FIELD	
SUBCONTRACTOR	

AIA Document G710

BURKE Construction Group Inc.

PCO #008:Credit Helical Pile and Add Misc. Metals

#	Cost Code	Description	Funding Source	Type	Amount
1	02-350 - PILES AND CAISSONS	Credit Helical Piles		Subcontractor	($5,042.00)
2	05-500 - MISCELLANEOUS METALS	Add for extended columns & bigger base plates		Subcontractor	$1,560.06
				Subtotal:	($3,481.94)
				Bond: 0.00% on all line item types	$0.00
				Insurance: 0.00% on all line item types	$0.00
				Overhead & Profit: 0.00% on all line item types	$0.00
				Grand Total:	**($3,481.94)**

The original (Contract Sum)	$1,175,500.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$1,175,500.00
The contract sum will be decreased by this Change Order in the amount of	($3,481.94)
The new contract sum including this Change Order will be	$1,172,018.06
The Contract Time will be (increased) (decreased) (unchanged) by	
The date of Substabtial Completion as of the date of this Change Order therefore is	

Master Permit Issue Date: 10/30/2015 Contract Base Days: 240 Added Time Above: 6/16/2016

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless speciffically stated. The right is expressly reseved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Jose Aquila (Currie Sowards Aguila Architects)
185 NE 4th Ave, Suite 101
Delray Beach Florida 33483

SIGNATURE **DATE**

Monroe County Engineering
1100 Simonton Street
Key West Florida 33040

SIGNATURE **DATE**

Burke Construction Group, Inc.
10145 NW 19th Street
Miami Florida 33172

1/26/16

SIGNATURE **DATE**

BURKE
Construction Group Inc.

RFI #12
REVISED

Burke Construction Group, Inc.
10145 N.W. 19th Street
Doral, Florida 33172
Phone: (305) 468-6604
Fax: (305) 468-6654

Project: 1516 - Magnolia St. Public Works
300 Magnolia St.
Key Largo, Florida 33037
Phone: 3054686604
Fax: 3054686654

Helical Pile conflict

TO:	Jose Aquila **(Currie Sowards Aguila Architects)** 185 NE 4th Ave, Suite 101 Delray Beach, Florida 33483	**FROM:**	Armando Silveira **(Burke Construction Group, Inc.)** 10145 NW 19th Street Miami, Florida 33172
DATE INITIATED:	12/07/ 2015	**STATUS:**	Open
LOCATION:		**DUE DATE:**	12/10/2015
COST CODE:		**REFERENCE:**	
COST IMPACT:	Yes (Unknown)	**SCHEDULE IMPACT:**	Yes (Unknown)
DRAWING NUMBER:	S1.0	**SPEC SECTION:**	
LINKED DRAWINGS:			
RECEIVED FROM:	Miguel Velez **(Advanced Builders Contractors, Corp)**		

COPIES TO:
Jose Aquila **(Currie Sowards Aguila Architects)**, Dan Bensley **(Monroe County Engineering)**

Question from Armando Silveira (Burke Construction Group, Inc.) at 04:35 PM on 12/07/2015

Per the attached sketch, there is an existing slab underneath the upper slab where the Helical pile needs to be cut in. Please advise on how to proceed.

Attachments:
Sketch for RFI #12.pdf

All Replies:

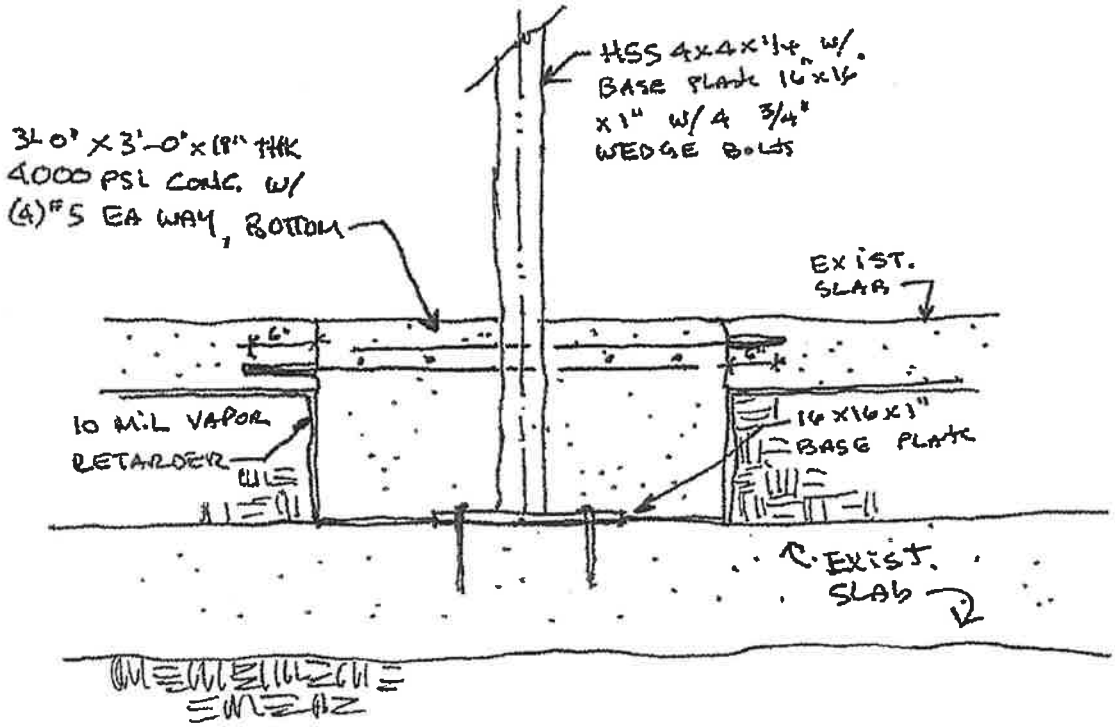
SEE ATTACHED SKETCH AND NOTE FROM THE STRUCTURAL ENGINEER FOR AN ALTERNATE SOLUTION. INCREASE BASE PLATE SIZE TO 16 X 16 X 1 INCH THICK ON ALL SIX COLUMNS. FASTEN TO EXISTING SLAB WITH (4) 3/4 INCH WEDGE BOLTS WITH FOUR INCH EMBED. ALL SIX COLUMNS CAN BEAR ON EXISTING SOUND CONCRETE SLAB.

Robert Selinsky, PE
José Aguila, AIA

Revised December 22, 2015

BY | **DATE** | **COPIES TO**

MEZZANINE
SUPPORT
DETAIL



SECTION

MONROE COUNTY PUBLIC WORKS
RFI 012 - REVISED 12/22/2015

BURKE

Burke Construction Group, Inc.

10145 NW 19th Street
Doral, Florida 33172
P: (305) 468-6604 — F: (305) 468-6654

PROJECT ORDER AGREEMENT

PROJECT: Magnolia Street Public Works Facility
300 Magnolia Street
Key Largo, FL 33037

SUBCONTRACTOR:
N Square, Inc.
2220 Trade Center Way
Naples, FL 34109

CONTACT PERSON:
Steve Gagne
Off: 954-654-9508 Fax: 239-514-2273
Email: sgagne@nsquareinc.com

Date: October 1, 2015

Subcontractor: *N Square, Inc.*
P.O. # 1516-005
Cost Code: 02360

THIS INFORMATION MUST APPEAR ON ALL INVOICES

Cut concrete & Removal:
- labor 2 men @ $28.50 36 hrs = $ 1,026.00
- equipment @ $80 per day = $ 160.00
Total = $ 1,186.00

Furnish all labor, supervision, coordination, materials, equipment, taxes, shop drawings, and all incidentals to furnish and install complete the work of work as described on documents issued by Currie Sowards Aguila Architects and consultants listed on the Drawing Log S

$1,186.00 for Concrete cutting & removal.

Alternates: *Alternates numbers 2*
Addendu: *Addendums Numbers 1 & 2 are included.*
For the Sum of: *$6,228.00*
(Six Thousand Two Hundred Twenty-Eight U.S. dollars) Includes all conditions listed on pages 2,3 & 4 of this document.

Scope of Work *(Furnish and install unless noted otherwise, all materials to be new)*

Initials

1 Furnish and install (6ea) galvanized Helical Piers per plans and specifications. SC
2 Helical Piers will be installed to a depth of 7'-0". If additional depth is required, a cost of $220.00 per 3 LF of Helical Piers will be added to contract. SC
3 All piers shall be installed as per drawings and Specification Section. SC
4 All labor, deliveries, materials, hoisting, accessories, and anything else required for installation is included. SC
5 All debris and materials from the site shall be disposed of in dumpster provided by GC SC
6 Coordination with other trades is included. SC
7 This document supersedes all proposals submitted prior to this Purchase Order. SC
8 Submittals and/or shop drawings are due within 10 days of execution of this Purchase Order. SC
9 Change Orders will include 5% for overhead and 5% for Fee for a maximum of 10% total. SC
~~10 Partial inspections are included in this price.~~ N/A SC
11 Payment & Performance Bond is excluded.

General Requirements

1) **The subcontractor shall supply a schedule of values (SOV) within 5 days upon receipt of this project contract agreement**
2) **If required, subcontractor must be capable of providing a payment and performance bond at any time during the project.**
3) **Submittals** ***(Shops, Samples, NOA, Catalog Cuts, Etc.)*** **and approvals are included in contract price.**
4) **Subcontractor must submit payment request on BCG pay request form.** *(attached)*
5) **No escalation in costs will be accepted.**
6) **Daily Clean-up and proper staging and/or securing of materials and equipment is included in contract price.**
7) **Flagman maybe required to direct trucks**
8) **The subcontractor shall perform all work in strict accordance with OSHA and Burke Construction Group, Inc. safety regulations.**
9) **The subcontractor shall be present at all progress, coordination & safety meetings and also be present for any and all inspections involving his trade.**
10) **All work shall be performed per BCG's project schedule or as mandated by the Project Manager or Project Superintendent. The subcontractor shall perform work in advance of the project schedule as described given substantial time to do so or in accordance with BCG's Master**
11) **Subcontract Agreement (MSA).**
12) **Requisitions for Payment must be turned in by the 25th of the current month.**
13) **The MSA as well as this Project Contract Agreement must be executed prior to receiving payment. All proper insurances must accompany said documents.**
14) **All deliveries, inspections & penetrations must be coordinated with the Project Manager and/or Superintendent two working days (48hrs) prior to arrival. The subcontractor has a duty to protect his own work and materials. BCG does not take responsibility for materials stored on the project that have been**
15) **stolen, damaged by forces of nature, or damaged by other subcontractors trying to perform their work if the storage of those materials impedes said work.**
16) **Subcontractor must provide manpower to complete the work based on the construction schedule to be provided by the Superintendent.**
17) **Subcontractor must provide all daily reports and safety reports prior to the release of progress payments.**
18) **Subcontractor must coordinate and schedule his work with any and all other trades.**
19) **All taxes, shipping, equipment, freight, handling and delivery charges are included in the contract price.**

General Requirements Continued

20) **Location of material at delivery shall be designated by the Project Superintendent.**
21) **Unloading and equipment necessary for unloading of subcontractors material, including staging of materials, is included in this Project Contract Agreement.**

Subcontractor Initials SC
General Contractors Initials AS

Change Order 001 - Fixed Contract Amount

This Agreement, Made as of January 21, In the Year of 2016,

Between the Owner:	**Burke Construction Group** **10145 NW 19th St,** **Doral, Florida 33172** **United States** **Contact Primary Telephone**
And the Contractor:	**Erick Construction Inc,** **12151 SW 128 Ct Suite 102** **Miami, Florida 33186** **United States** **CGC 1521878 CRC 1327260 CCC 1326410** **786 573 5187**
For the Change Order:	**Change Qrder 1**
For the Project:	**Monroe County Public works** **300 Magnolia St** **Key Largo, Florida 33037** **Monroe County**

The Owner authorizes the Contractor to make the following changes to the above project:

Description:

QTY.	Description
6	1320 - Steel column, TS4x4x1/4" with 16x16x1 steel plate, 25 K, 12' length, 64 PLF

Name	Classification	Total
03 00 00 Metals.		
1320 - Steel column, TS4x4x1/4" with 16x16x1 steel plate, 25 K, 12' unsupported length, 64 PLF		
	Material	$1,253.61
Crew E-2	Labor	$189.00
Crew E-2	Equipment	117.45
TOTALS		**$1,560.06**

ACCEPTANCE

This agreement is not valid until signed by Owner and Contractor.

Signature indicates agreement herewith, including any adjustment in the Contract Total and Contract Time.

_____ _____

Owner Dated

_____ _____

Contractor Date

MEMORANDUM

TO: Board of County Commissioners

From: Roman Gastesi
County Administrator

Date: January 28, 2016

RE: Change Orders

Attached is a proposed Change Order #4 Burke Construction Group, Inc., Magnolia Street Public Works Facility. The Contract Sum will be decreased by this Change Order $3,481.94. The date of Substantial Completion as of the date of this Change Order is June 16, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The County Administrator intends to approve this change order on Friday, January 29, 2016.

Roman Gastesi
County Administrator

RG/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Construction of the Monroe County Fire Training Academy, Crawl Key, FL

CHANGE ORDER NO:3

INITIATION DATE: Jan 27, 2016

CONTRACT DATE: May 20th, 2015

TO CONTRACTOR:
Pedro Falcon Electrical Contractors, Inc.
31160 Avenue C
Big Pine Key, FL 33043

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$1,818,835.00
Net change by previously authorized Change Orders.....$15,509.48
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was...$1,834,344.48
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....$26,423.64
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,860,768.12
The Contract Time will be (increased) (decreased) (unchanged) by.....0 days
The date of Substantial Completion as of the date of this Change Order is.....June 20th, 2016

Detailed description of change order and justification:

Reduced Pressure Zone Device(RPZD) valves and fire plug(fire hydrant) leak and need to be replaced. Contractor proposes to replace the RPZD and valves on existing fire main to Training Academy, install proper support under RPZD, replace the fire hydrant with "T" connection and shutoff valve to connect the new Fire Academy Sprinkler system.

This change Order is 1.4% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: _____ 1/27/16
William Horn — Date

CONTRACTOR: _____ 01/27/16
Christian Erisson — Date

DIRECTOR PROJECT MANAGEMENT _____ 1/27/16
Doug Sposito — Date

COUNTY/ASSIST. ADMINISTRATOR _____ 1/29/16
Roman Gastesi — Date
Kevin Wilson
Christine Hurley

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation:
  Testing of existing Reduced Pressure Zone Device (RPZD) attached to existing Fire Main yielded unacceptable pressure and flow for the proposed Fire Sprinkler system in the classroom building, county must upgrade fire line service through RPZD to meet code. Existing gate valves and fire hydrant leak and need to be replaced as well.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐ No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

PEDRO FALCON
CONTRACTORS, INC.

31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 - Fax (305) 872-2219
EC 13003416 / CGC 1507617
www.pedrofalcon.com

Request for Change Order
10/09/15

Project: Crawl Key Fire Academy

Change Order Request No: Four

Description: Owner Requested Changes

Rework Tap under existing fire plug, demolishing the connection and stub to existing Fire Hydrant at the Crawl Key Fire Academy and installation of a new "T" with connection for new training hydrant and service to the new building. Include all necessary piping for running potable water line to the building combined with Fire sprinkler service from the combination meter, eliminating the need for the street connection as described on the Plumbing floor plan on Sheet P-2.

Subcontractor Materials and Labor
See enclosed proposal from B&L Beneway below.

Materials.....$3,470.00

Labor and Equipment.....$2,940.00

Subtotal $6,410.00

5% Overhead & 5% Profit.....$657.02

Total $7,067.02

Project Coordination:
2 Hours @ $100.....$200.00

SUBTOTAL: MATERIALS, EQUIPMENT, COORDINATION $7,267.02

Overhead @ 5%.....$363.35

Subtotal.....$7,630.37

Profit @ 5%.....$381.52

TOTAL ALL OF THE ABOVE:.....$8,011.89

Permit Fees and Design Drawings are Not Included in this proposal. If additional permit fees are required the Owner is to reimburse all permit fees.

Net Amount of Request for Change Order:.....$8,011.89

Additional Time Requested for Change:

A. If Modification is issued within (20) Twenty Calendar Days from the Date of the Request for Change Order then a no time extension will be required.

B. If Modification is to be issued later than (20) Twenty Calendar Days from the Date of the Request for Change Order then both the time extension and cost proposal will need to be evaluated at that time and a modified proposal will be submitted reflecting required time extension and cost increase due to lead time for materials.

Respectfully Submitted,

Christian Brisson

Digitally signed by Christian Brisson
DN: cn=Christian Brisson, o=Pedro Falcon Electrical Contractors, Inc., ou, email=cb@pedrofalcon.com, c=US
Date: 2015.10.09 06:53:49 -04'00'

Christian Brisson
Project Manager

B & L BENEWAY, INC.
936 CRANE BOULEVARD
SUGARLOAF, FL 33042

TELEPHONE: 305-743-4394
FAX: 305-743-4294

October 5, 2015

Pedro Falcon Electrical &
General Contractors
31160 Avenue C
Big Pine, FL 33043
Attn: Christian Brisson

CRAWL KEY
EXISTING FIRE HYDRANT REPLACEMENT

Material

Hydrant	$ 2,000.00
6" Gate Valve	600.00
6 X 6 T	250.00
Valve Box	250.00
Housekeeping Pad	300.00
Brass ID Tag	70.00
	$ 3,470.00

Labor

1 Supervisor 12 hours @ $75.00	900.00
1 Pipe layer 12 hours @ $65.00	780.00
1 Backhoe/w Operator 12 hours @ $105	1,260.00
	$ 2,940.00

Total	$ 6,410.00
+ 5% Overhead	320.50
Total	6,730.50
+ 5% Profit	336.52
TOTAL	$7,067.02

PEDRO FALCON
CONTRACTORS, INC.

31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 - Fax (305) 872-2219
EC 13003416 / CGC 1507617
www.pedrofalcon.com

Request for Change Order
01/26/16

Project: Crawl Key Fire Academy

Change Order Request No: Six

Description: Owner Requested Changes

Removal of old unit, install new unit, test and certify. Old unit maybe delivered to county for recycling. Replacing of the six inch Wilkins 975XL including metered bypass; with Wilkins 375AST, metered bypass, and two 6 inch OS&Y valves. Request Per email received on 01/19/2016

Subcontractor Materials and Labor
See enclosed proposal from B&L Beneway below.

Materials..... .....$7,800.00

Labor and Equipment.....$8,100.00

Total $15,900.00

Project Coordination:
8 Hours @ $100.....$800.00

SUBTOTAL: MATERIALS, EQUIPMENT, COORDINATION $16,700.00

Overhead @ 5%.....$835.00

Subtotal.....$17,535.00

Profit @ 5%.....$876.75

TOTAL ALL OF THE ABOVE:.....$18,411.75

Permit Fees and Design Drawings are Not Included in this proposal. If additional permit fees are required the Owner is to reimburse all permit fees.

Net Amount of Request for Change Order:.....$18,411.75

Additional Time Requested for Change:

A. If Modification is issued within (20) Twenty Calendar Days from the Date of the Request for Change Order then a no time extension will be required.

B. If Modification is to be issued later than (20) Twenty Calendar Days from the Date of the Request for Change Order then both the time extension and cost proposal will need to be evaluated at that time and a modified proposal will be submitted reflecting required time extension and cost increase due to lead time for materials.

Respectfully Submitted,

Christian Brisson Digitally signed by Christian Brisson
DN: cn=Christian Brisson, o=Pedro Falcon Electrical Contractors, Inc., ou, email=cb@pedrofalcon.com, c=US
Date: 2016.01.26 07:32:22 -05'00'

Christian Brisson
Project Manager

B & L BENEWAY, INC.
936 CRANE BOULEVARD
SUGARLOAF, FL 33042

TELEPHONE: 305-743-4394
FAX: 305-743-4294

January 24, 2016

Pedro Falcon Electrical &
General Contractors
31160 Avenue C
Big Pine, FL 33043

PROPOSAL
CRAWL KEY FIRE TRAINING ACADEMY
6" RPDA REPLACEMENT

B & L Beneway, Inc., hereby proposes to furnish labor, equipment, material to perform the following:

Remove existing 6" RPDA and replace with new 6" Wilkins RPDA assembly including new valves and risers. Also including new 6" gate valve with 4" concrete housekeeping pad with new galvanized pipe supports.

Material		$ 7,800.00
Equipment & Labor		8,100.00
	TOTAL	$15,900.00

MEMORANDUM

TO: Board of County Commissioners

From: Roman Gastesi
County Administrator

Date: January 28, 2016

RE: Change Orders

Attached is a proposed Change Order #3 Pedro Falcon Electrical Contractors, Inc., Construction of the Monroe County Fire Training Academy, Crawl Key. The Contract Sum will be increased by this Change Order $26,423.64. The date of Substantial Completion as of the date of this Change Order is June 20, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The County Administrator intends to approve this change order on Friday, January 29, 2016.

Roman Gastesi
County Administrator

RG/ef

MONROE COUNTY ENGINEERING
CONTRACT CHANGE ORDER

PROJECT TITLE: Grouper Lane Roadway and Drainage Improvements

CHANGE ORDER NO: 1

INITIATION DATE: 1/8/16

TO CONTRACTOR:

CONTRACT DATE: 1/21/15

The Contract is changed as follows:

The original Contract Sum.....$467,000.00
Net change by previously authorized Change Orders.....$0
The Contract Sum prior to this Change Order was.....$467,000.00
The Contract Sum will be changed by this Change Order.....$17,850.00
The new Contract Sum including this Change Order is.....$484,850.00
The Contract Time will be increased by.....78 Days
The date of Substantial Completion as of the date of this Change Order is 3/8/16

Detailed description of Change Order and justification:

As a result of incorporating a Sea Level Rise program to an existing drainage improvement project, additional time and materials are required to achieve the desired results. The time and materials increase from the original bid amount are included in this Change Order.

Original bid cost of milling existing asphalt		= ($15,579.00)
Original bid cost of superpave asphalt		= ($35,910.00)
Original bid cost of asphalt friction course		= ($23,750.00)
Original bid cost of inlets Type C		= ($4,500.00)
Original bid cost of French Drains 18"		= ($12,505.00)
	Total Deductions	= ($92,244.00)
Additional clear and grub		= $15,579.00
Additional gravel fill		= $2,400.00
Additional rework existing base		= $5,000.00
Additional optional base		= $12,825.00
Additional superpave asphalt		= $41,800.00
Additional manhole Type J7		= $6,200.00
Additional catch basin tops		= $9,250.00
~~Additional clear and grub~~		~~= $15,579.00~~

DNH

Additional manhole adjustments		= $3,000.00
Additional french drains 24"		= $7,040.00
Additional mobilization		= $7,000.00
	Total Additions	= $110,094.00
Net Amount of this Change Order		= $ 17,850.00

This Change Order is 3.82% of the original contract price.

CONTRACTOR: _____ 1/11/16
D.W. Higgins — DANIEL N. HIGGINS, V.P. — Date

ENGINEERING SERVICES DIRECTOR: _____ 1/29/2016
Judith S. Clarke, P.E. — Date

ASSISTANT COUNTY ADMINISTRATOR: _____ 2/4/16
Kevin Wilson, P.E. — Date

DWH

Change Order #1 Roadway Elevation Change

Pay Item	Qty	Unit	Description	Unit Price	Total
327-70-6	-1731	SY	MILLING EXISTING ASPHALT (1.5" AVERAGE)	$ 9.00	$ (15,579.00)
334-1-13	-189	TN	SUPERPAVE ASPHALT 110LBS/SY-IN, .5" MIN INCLUDES OVERBUILD	$ 190.00	$ (35,910.00)
337-7-73	-95	TN	ASPHALT CONCRETE FRICTION COURSE, FC-9.5	$ 250.00	$ (23,750.00)
425-1-52:	-1	EA	INLETS DT BOT, TYPE C <10'	$ 4,500.00	$ (4,500.00)
443-70-3	-61	LF	FRENCH DRAIN 18" HDPE	$ 205.00	$ (12,505.00)
			SUBTOTAL DEDUCTS		$ (92,244.00)
110-12-1	1	LS	CLEAR & GRUB (full depth removal of existing pavement)	$ 15,579.00	$ 15,579.00
120-72	20	CY	GRAVEL FILL FOR SWALE RESTORATION	$ 120.00	$ 2,400.00
210-1	1000	SY	REWORK EXISTING BASE	$ 5.00	$ 5,000.00
285-XXX	475	TN	OPTIONAL BASE - ADD'TL MATERIAL 4"	$ 27.00	$ 12,825.00
334-1-13	220	TN	SUPERPAVE ASPHALT SP 9.5 TLC 2" 110LBS/SY-IN	$ 190.00	$ 41,800.00
425-2-72	1	EA	MANHOLE TYPE J7>10'	$ 6,200.00	$ 6,200.00
425-5	5	EA	CATCH BASIN NEW TOP W/FRAME	$ 1,850.00	$ 9,250.00
425-5	6	EA	MANHOLE - ADJUSTMENT	$ 500.00	$ 3,000.00
443-70-4	32	LF	FRENCH DRAIN, 24" HDPE	$ 220.00	$ 7,040.00
101-1	1	LS	MOBILIZATION (Additional Crew time to set structures)	$ 7,000.00	$ 7,000.00
			SUBTOTAL ADDITIONS		$ 110,094.00
			GRAND TOTAL - CHANGE ORDER #1		$ 17,850.00

bnH

MEMORANDUM

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: February 3, 2016

RE: Change Orders

Attached is a proposed Change Order #1 D.N. Higgins, Grouper Lane Roadway and Drainage Improvements. The Contract Sum will be increased by this Change Order $17,850.00. The date of Substantial Completion as of the date of this Change Order is March 8, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Assistant County Administrator intends to approve this change order on Thursday, February 4, 2016.

Kevin Wilson
Assistant **County Administrator**

KW/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Magnolia Street Public Works Facility,

CHANGE ORDER NO: *3*

INITIATION DATE: ***January 21, 2016***

TO CONTRACTOR:

CONTRACT DATE: 10/30/15

CONTRACTOR CHANGE ORDER REQUEST NO: 6

Burke Construction Group, Inc.
10145 NW 19th Street
Miami Florida 33172

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$1,175,500.00
Net change by previously authorized Change Orders.....$ 9670.65
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....$1,185,170.65
The (Contract Sum) (Guaranteed Maximum Price) will be (**increased**) (decreased)
(unchanged) by this Change Order.....$2,435.15
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,187,605.80
The Contract Time will be (increased) (decreased) (unchanged) by.....0 Days
The date of Substantial Completion as of the date of this Change Order is.....~~6/6/16~~ 6/16/16

Detailed description of change order and justification:
08-520 Credit for 02 small Aluminum windows $1,400.00 that will be replaced by 02 large windows.
08-520 Addition of 02 large aluminum, windows $3,675.00
04-10 Credit for 20 square foot of concrete blocks at $6.00 a square foot $120.00
This change order is a correction to the inconsistence between the window schedule and the floor and evaluation plans. The Floor and Elevations plans show two large windows in front offices and the Window schedules shows small windows. The offices need the large windows for better viewing of the Public work yard.
This change Order is .21% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
1/25/2016
CSA Architects — Date

CONTRACTOR:
1/25/16
Burke Construction Group Inc. — Date

DIRECTOR, PROJECT MANAGEMENT
Doug Sposito — Date

COUNTY/ASSISTANT ADMINISTRATOR:
2/12/2016
Roman Gastesi — Date
Kevin Wilson
Christine Hurley

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes☒ No ☐

If Yes, explanation: This change order is a correction to the inconsistence between the window schedule and the floor and evaluation plans. The Floor and Elevations plans show two large windows in front offices and the Window schedules shows small windows. The offices need the large windows for better viewing of the Public work yard.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☒No ☐

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

Change Order Request

AIA Document G710

OWNER	X
ARCHITECT	
CONTRACTOR	X
FIELD	
SUBCONTRACTOR	

BURKE Construction Group Inc.

PROJECT:	Magnolia St. Public Works	CHANGE ORDER NUMBER:	006 Rev. #1
	300 Magnolia St.	DATE:	1/14/2016
	Key Largo< Florida33037	CONTRRACTOR PROJECT#:	1516
CONTRACTOR:	Burke Construction Group, Inc.		
	10145 N.W. 19th Street		
	Doral, Florida33172		

Prime Contract Change Order #006 Rev. #1: W-1 & W-2 Windows

TO:	**Monroe County Engineering** 1100 Simonton Street Key West, Florida 33040	**FROM:**	**Burke Construction Group, Inc.** 10145 NW 19th Street Miami Florida 33172
DATE CREATED:	1/14/2016	**CREATED BY:**	Armando Silveira **(Burke Construction Group, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Jose Aquila **(Currie Sowards Aguila Architects)**	**REVIEWED BY:**	
DUE DATE:	01/21/2016	**REVIEW DATE:**	
INVOICED DATE:	01/14/2016	**PAID DATE:**	
SCHEDULE IMPACT:	0 days	**EXECUTED:**	No
CONTRACT FOR:	1516:Magnolia St. Public Works Prime Contract	**TOTAL AMOUNT:**	$2,435.15

DESCRIPTION:
Additional cost is for credit of (2ea) W-1 windows and add (2ea) W-2 windows.

ATTACHMENTS:
Burke Construction Change Order.pdf

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
006	W-1 & W-2 Windows		$2,435.15
		TOTAL:	**$2,435.15**

CHANGE ORDER LINE ITEMS:

Change Order Request

OWNER	X
ARCHITECT	
CONTRACTOR	X
FIELD	
SUBCONTRACTOR	

AIA Document G710

BURKE Construction Group Inc.

PCO #006:W-1 & W-2 Windows

#	Cost Code	Description	Funding Source	Type	Amount
1	08-520 - ALUMINUM WINDOWS	Credit (2ea) W-1 Window		Subcontractor	($1,400.00)
2	08-520 - ALUMINUM WINDOWS	Add (2ea) W-2 Windows		Subcontractor	$3,675.00
3	04-10 - MASONRY SUB	Credit 20 sf of block work @ $6.00 sf		Subcontractor	($120.00)
				Subtotal:	$2,155.00
				Bond: 2.00% on all line item types	$43.10
				Insurance: 1.00% on all line item types	$21.55
				Overhead & Profit: 10.00% on all line item types	$215.50
				Grand Total:	**$2,435.15**

The original (Contract Sum)	$1,175,500.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$1,175,500.00
The contract sum will be increased by this Change Order in the amount of	$2,435.15
The new contract sum including this Change Order will be	$1,177,935.15
The Contract Time will be (increased) (decreased) (unchanged) by	0 days

The date of Substabtial Completion as of the date of this Change Order therefore is

Master Permit Issue Date: 10/30/2015 Contract Base Days: 240 Added Time Above:

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless speciffically stated. The right is expressly reseved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Jose Aquila (Currie Sowards Aguila Architects)
185 NE 4th Ave, Suite 101
Delray Beach Florida 33483

1/25/2016
SIGNATURE **DATE**

Monroe County Engineering
1100 Simonton Street
Key West Florida 33040

SIGNATURE **DATE**

Burke Construction Group, Inc.
10145 NW 19th Street
Miami Florida 33172

SIGNATURE **DATE**

Change Order #1

P.O. Number:1516-015

Sanibel Glass & Mirror, Inc.
2470 Library Way
Sanibel, FL 33957

Burke Construction
10145 NW 19th Street
Doral, FL 33172

Change Order
Customer now wants "per Elevations" on prints;

Remove 2 Windows (W-1)	-1400.00
Add 2 Picture Windows (W-2)	+ 3675.00
Net Change Order	+ 2275.00

Per Floor Plans
A= (1) 104 x 86 FS300 Store Front
W-1= (6) 3'4" x 4'0" Single Hung
W-2 = (4) 3'4" x 7'0" Picture Window
W-3 = (2) 2'8" x 3'3" Single Hung
W-4 = (1) 60" x 46" non impact Store Front

Per Elevation Plans
A= (1) 104 x 86 FS300 Store Front
W-1= (4) 3'4" x 4'0" Single Hung
W-2 = (6) 3'4" x 7'0" Picture Window
W-3 = (2) 2'8" x 3'3" Single Hung
W-4 = (1) 60" x 46" non impact Store Front

MEMORANDUM

TO: Board of County Commissioners

From: Sheryl Graham
Acting County Administrator

Date: January 26, 2016

RE: Change Orders

Attached is a proposed Change Order #3 Burke Construction Group, Inc., Magnolia Street Public Works Facility. The Contract Sum will be increased by this Change Order $2,435.15. The date of Substantial Completion as of the date of this Change Order is June 6, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Acting County Administrator intends to approve this change order on Wednesday, January 27, 2016.

Sheryl Graham
Assistant County Administrator

SG/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Senior Nutrition Center Renovations

CHANGE ORDER NO: *1*

INITIATION DATE: ***January 15, 2016***

CONTRACT DATE: ***April 15, 2015***

TO CONTRACTOR:
Burke Construction Group, Inc.
3210 Flagler Avenue
Key West, FL 33040

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$ 528,714.00
Net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$ 528,714.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	$ 2,423.85
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$ 531,137.85
The Contract Time will be (increased) (decreased) (unchanged) by	200 Days
The date of Substantial Completion as of the date of this Change Order is	June 3, 2016

Detailed description of change order and justification:

Have an engineer visit the site and inspect the existing post shores. Continue the cost of the post shores rental from September to June.

Monroe County will file for a time extension on the master permit upon it's expiration at the end of the month.

This change Order is .4584% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: William P. Horn Architect, P.A. — Date 1/27/16

CONTRACTOR: Burke Construction Group, Inc. — Date 1/26/16

DIRECTOR, PROJECT MANAGEMENT: Doug Sposito — Date 1/27/16

COUNTY/ASSISTANT ADMINISTRATOR: Roman Gastesi, Kevin Wilson, Christine Hurley — Date 2/16/16

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation:

Engineer to evaluate the shoring to determine if it is the correct kind being used. The shoring is needed to hold up the building until a decision is made about it's future.

- Change Order was included in the original specifications. Yes ☐ No ☒

If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

Explain:

CHANGE ORDER

AIA Document G710

OWNER	X
ARCHITECT	
CONTRACTOR	X
FIELD	
SUBCONTRACTOR	

BURKE Construction Group Inc.

PROJECT: Senior Nutrition Center Renovations
1016 Georgia Street
Key West, FL 33040

CHANGE ORDER NUMBER: **01 Rev. #2**
DATE: **1/20/2016**
CONTRACTOR PROJECT #: **1505**

CONTRACTOR: **Burke Construction Group, Inc.**
10145 NW 19th Street
Doral, Florida 33172

The Contract is changed as follows:

1	Price for post shore rental from September 2015 thru January 2016	**$572.50**
2	Price for post shore Rental from January 2016 thru June 2016	**$572.50**
3	Cost to have engineer visit site & inspect existing post shores 1st time.(Does not include drawings and calcs.)	**$1,000.00**

The Parties reserve all legal, contractual rights and defenses, with regard to compenstion for delay

Subtotal		$2,145.00
Contractor Fee - 10% 5%	$	107.25
Contractor OH - 2.5% 5%	$	107.25
GL Insurance 1%	$	21.45
Bond - 2%	$	42.90
Total		**$2,423.85**

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	$	528,715.00
Net change by previously authorized Change Orders	$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	528,715.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$	**2,423.85**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$	**531,138.85**

The Contract Time will be (increased) (decreased) (unchanged) by **0** Added Calendar Days
The date of Substantial Completion as of the date of this Change Order therefore is
Master Permit Issue Date: 5/18/2015 Contract Base Days: 180 Added Time Above: **11/14/2015**

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

ARCHITECT	**Burke Construction Group, Inc.** CONTRACTOR	OWNER
Address	Address	Address
BY Architect	BY Project Manager	BY Authorized Signature
DATE	DATE	DATE

MEMORANDUM

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: February 3, 2016

RE: Change Orders

Attached is a proposed Change Order #1 Burke Construction Group, Inc., Senior Nutrition Center Renovations. The Contract Sum will be increased by this Change Order $2,423.85. The date of Substantial Completion as of the date of this Change Order is June 3, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Assistant County Administrator intends to approve this change order on Tuesday, February 16, 2016.

Kevin Wilson
Assistant County Administrator

KW/ef

MONROE COUNTY
CONTRACT CHANGE ORDER

PROJECT TITLE: **CHANGE ORDER NO. 5**

Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

INITIATION DATE: May 11, 2015
CONTRACT DATE: April 15, 2015

TO CONTRACTOR:
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

The Contract is changed as follows:
The original (Contract Sum) (Guaranteed Maximum Price)..... $1,999,411.00
Net change by previously authorized Change Orders..... $ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was..... $1,999,411.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....**$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,999,411.00
The Contract Time for the combined Canal #266 / Canal #290 project will be (increased) (decreased) (unchanged)..... ..... **14 days**
The date of Substantial Completion for the combined Canal #266 / Canal #290 project as of the date of this Change Order is ..... **January 20, 2016**

Detailed description of change order and justification:

- The time extension allowed for substantial completion for the combined Canal # 266 / Canal #290 project shall be for 14 days, and is due to time needed to secure the supply of new polymers Praestol K 274 FLX Flocculant for the Canal #290 site. The substantial completion date is extended from January 6, 2016, to January 20, 2016 for the combined Canal #266 / Canal #290 project.
- Titan Marine, LLC is being added as a subcontractor to assist in increasing the efficiency of the dewatering process.

This Change Order is 0.00 % of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ENGINEER: _____ 2/9/2016 Date

CONTRACTOR: _____ 2/8/16 Date

SUSTAINABILITY/PROJECTS DIRECTOR: _____ 2/11/16 Date

COUNTY ADMINISTRATOR _____ 2.24.2016 Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. PEDRO
ASSISTANT COUNTY ATTORNEY
Date 2/17/16

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

MONROE COUNTY
CONTRACT CHANGE ORDER

PROJECT TITLE: **CHANGE ORDER NO: 6**

Organic Removal, Water Quality Improvement Projects, Canals #266 Doctor's Arm and #290 Avenue I, Big Pine Key, Monroe County, Florida

INITIATION DATE: May 11, 2015
CONTRACT DATE: April 15, 2015

TO CONTRACTOR:
JND Thomas Company, Inc.
22052 W. Everett Avenue
Riverdale, California 93656

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$1,999,411.00
Net change by previously authorized Change Orders.....$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was...$1,999,411.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....**$ 0.00**
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$1,999,411.00
The Contract Time for Canal # 266 only will be (increased) (decreased) (unchanged)..... **9 days**
The date of Substantial Completion for Canal #266 only as of the date of this Change Order is..... **January 12th, 2016**

Detailed description of change order and justification:

- Time extension for substantial completion for Canal #266 only by 9 days due to delays in receipt of vendor final release of liens. The substantial completion date is extended from January 3rd, 2016 to January 12th, 2016.

This Change Order is 0.00 % of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ENGINEER: _____ 2/11/16 Date

CONTRACTOR: _____ 2/10/16 Date

SUSTAINABILITY/PROJECTS DIRECTOR: _____ 2/11/16 Date

COUNTY ADMINISTRATOR _____ 2.24.2016 Date

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PER/BY/DATE
ASSISTANT COUNTY ATTORNEY
Date 2/17/16

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐ No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for refurbishing the fitness trail and bocce courts at the Big Pine Park, requesting funding from the Land and Water Conservation Fund Program (LWCF) and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A LWCF grant will provide 50% funding for the refurbishing of the fitness trail and Bocce courts at the Big Pine Park. Monroe County would provide 50% matching funds.

PREVIOUS RELEVANT BOCC ACTION: On April 19, 2006 the BOCC approved to award bid and enter into a contract with Charlie Toppino and Sons Inc. for the demolition of existing buildings and concrete piers at the Big Pine Key Park. On November 15, 2006 the BOCC approved to award a bid and enter into a contract with Charlie Toppino and Sons Inc. Big Pine Key Basin refill and Retaining wall removal. On February 21, 2007 the BOCC approved to award bid and enter into contract with Pedro Falcon Electrical Contractors, Inc. for the construction of the Big Pine Key Park and Community Center.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE REPAIR OF THE FITNESS TRAIL AND BOCCE COURTS AT BIG PINE KEY PARK; AND ADVISING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE LAND AND WATER CONSERVATION FUND PROGRAM IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's fitness trail and Bocce courts at the Big Pine Key Park provide diverse, healthy, and beneficial outdoor recreational and leisure activities to the residents, visitors, and general public of the State and Monroe County; and

WHEREAS, the Florida Department of Environmental Protection ("DEP") has established an application submission cycle to accept grant applications to the Federal Land and Water Conservation Fund (LWCF) Program for financial assistance for acquisition or development of land for public outdoor recreation pursuant to Sections 258.007 and 375.021(4), F.S., and Rules 62D-5.068 through 62D-5.074, F.A.C.; and

WHEREAS, the application submission period is from March 14, 2016 through March 28, 2016; and

WHEREAS, eligible applicants include all county governments of the State of Florida and other legally constituted local governmental entities with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public; and

WHEREAS, the Monroe County Board of County Commissioners supports healthy outdoor recreational and leisure activities for the public and LWCF programs of the DEP, subject to the County's regulatory authority and Code of Ordinances; and

WHEREAS, the Monroe County Board of County Commissioners supports outdoor recreation projects for which funding is requested from the FDEP; and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the LWCF projects in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the Big Pine Fitness Trail and Bocce Court Repairs project.

Section 2: The Board of County Commissioners of Monroe County supports the

LWCF projects of the FDEP, for which funding is requested from the State of Florida, subject to the County's regulatory authority and Code of Ordinances.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the FDEP.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers	_____
Mayor Pro Tem George Neugent	_____
Commissioner Danny Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date 3-7-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for retexturing the above water line section of the Harry Harris Park boat ramp, requesting funding from the Florida Fish and Wildlife Conservation, Florida Boating Improvement Program (FBIP) and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A FBIP grant will provide 75% funding for the refurbishing of the Harry Harris Park boat ramp. Monroe County would provide 25% matching funds.

PREVIOUS RELEVANT BOCC ACTION: On May 16, 2012, the BOCC approved a Joint Agreement to maintain Public Access and Storm water system for the purposes of completing the requirements of the Joint Permit with the Army Corps of Engineering and the FDEP and receiving authorization to perform the repairs on the boat ramp. On January 16, 2014, the BOCC approved a request for competitive solicitations for the repair of the Harry Harris Boat Dock.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty CA 3-7-16 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** PM3

Revised 6/15

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE RESURFACING OF THE ABOVE WATER LINE SECTION OF THE HARRY HARRIS PARK BOAT RAMP; AND ADVISING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE FLORIDA BOATING IMPROVEMENT PROGRAM GUIDELINES IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's public boat ramps serve the public needs of boaters and boating-related activities on coastal waters within the State and Monroe County; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission has established an application submission cycle and will accept grant applications for the Florida Boating Improvement Program (FBIP); and

WHEREAS, the FBIP application submission period is February 1, 2016 through March 31, 2016; and

WHEREAS, eligible applicants are all county governments and incorporated municipalities of the State of Florida and other legally constituted local governmental entities with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public; and

WHEREAS, FBIP is a competitive grant program which provides financial assistance to local governmental entities for projects designed to serve the needs of boaters and boating-related activities on coastal and inland waters within the state pursuant to Sections 206.606 and 327.47 F.S.; and

WHEREAS, Section 206.606(1)(b)1., F.S., provides that minimum of $1.25 million of the funds collected from fuel sales tax that is transferred to the State Game Trust Fund shall be used to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities.; and

WHEREAS, Section 327.47, F.S., authorizes the Commission to fund projects through a competitive grant program using a portion of the moneys attributed to the sale of motor and diesel fuel at marinas transferred to the Marine Resources Conservation Trust Fund pursuant to Section 206.606(1)(d), F.S.; and

WHEREAS, Section 328.72(15), F.S. provides $1 from each recreational vessel registration fee to be deposited into the Marine Resources Conversation Trust Fund to fund a grant program for public launching facilities.; and

WHEREAS, the Monroe County Board of County Commissioners supports public boating-related activities and FBIP programs of the Florida Fish and Wildlife Conservation Commission, subject to the County's regulatory authority and Code of Ordinances; and

WHEREAS, the Monroe County Board of County Commissioners supports outdoor recreation projects for which funding is requested from the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the FBIP in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the Harry Harris Boat Ramp Resurfacing Project.

Section 2: The Board of County Commissioners of Monroe County supports the FBIP of the Florida Fish and Wildlife Conservation Commission, for which funding is requested from the State of Florida, subject to the County's regulatory authority and Code of Ordinances.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the Florida Fish and Wildlife Conservation Commission.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers _____
Mayor Pro Tem George Neugent _____
Commissioner Danny Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-7-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No _ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval to disqualify the non-responsive, non-conforming lowest priced bid submitted by Still Water Construction, Inc. and to award bid and enter into a contract with next lowest responsive, responsible bidder Barracuda Builders of Key West, Inc. for the Americans with Disabilities Act (ADA) Upgrades at the East Martello Museum. Funding for this project comes from a Tourist Development Council (TDC) grant.

ITEM BACKGROUND: On March 1, 2016, a Request for Proposals bid opening was held for the East Martello Museum ADA Upgrades. Eight responders submitted bids. The lowest priced proposal was submitted by Still Water Construction, Inc. But Still Water's proposal is non-responsive and non-conforming and is automatically disqualified for failure to provide the required bid bond, mandatory answers to questions, business tax receipt and financial information. The next lowest conforming, responsive, responsible bid was submitted by Barracuda Builders of Key West, Inc.

PREVIOUS RELEVANT BOCC ACTION: On October 17, 2012, the BOCC approved a contract with Bender & Associates Architects for ADA compliancy design for the East Martello Museum. On January 20, 2016, the BOCC approve advertisement of a RFP for construction of the ADA upgrades.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: $149,780.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $149,780.00 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CA 3/3/16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required___

DISPOSITION: _____ **AGENDA ITEM #** PM4

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Barracuda Builders Inc** Contract #_____

Effective Date:

Expiration Date:

Contract Purpose/Description:

Construction of East Martello ADA Upgrades

Contract Manager: **Ann Riger** (Name) **X4439** (Ext.) **Project Management/ Stop #1** (Department/Stop #)

for BOCC meeting 3-23-2016 Agenda Deadline: **3-8-2016**

CONTRACT COSTS

Total Dollar Value of Contract: $ **149,780.00** Current Year Portion: $ **149,780.00**

Budgeted? Yes X☐ No☐ Account Codes: 117-77040-530340-TM67457X-_____

Grant: $ TDC _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3/3/16	Yes☐ No☑		3/3/16
Risk Management	3-4-16	Yes☐ No☑	M Sluss	3-4-16
O.M.B./Purchasing	3/7/16	Yes☐ No☑	mwilson	3/7/16
County Attorney	3/3/16	Yes☐ No☑	Chris Ambrosio	3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

East Martello Museum ADA Upgrades

SECTION 00110
PROPOSAL FORM

PROPOSAL TO: **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**
c/o PURCHASING DEPARTMENT
1100 SIMONTON STREET
ROOM 2-213
KEY WEST, FLORIDA 33040

PROPOSAL FROM: Barracuda Builders of Key West, Inc.
5600 3rd Avenue
Key West, FL 33040

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

East Martello Museum ADA Upgrades

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he understands the conditions under which the Work is to be performed. The successful proposer shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

The Base Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two the Proposal in words shall control.

One hundred forty-nine thousand seven hundred eighty Dollars.
(Total Base Proposal- words)

$149,780.00
(Total Base Proposal – numbers)

East Martello Museum ADA Upgrades

I acknowledge receipt of Addenda No.(s)

No. 1 Dated February 23, 2016

No. 2 Dated February 22, 2016

No. - Dated N/A

No. - Dated N/A

Proposer, states by his check mark in the blank beside the form and by his signature that he has provided the following forms (located in Section 00110):

a.	Proposal Form	✓
b.	Proposal Security (Bid Bond)	✓
c.	Non-Collusion Affidavit	✓
d.	Lobbying and Conflict of Interest Clause	✓
e.	Drug-Free Workplace Form	✓
f.	Subcontractor Listing Form	✓
g.	Proposer's Insurance and Indemnification Statement	✓
h.	Insurance Agents Statement (signed by agent)	✓
i.	Local Preference Form and requirements (if applicable)	✓

In addition, Proposer states that he has included a certified copy of Contractor's License, and Monroe County Occupational License. **(Check mark items above, as a reminder that they are included.)**

Mailing Address: Barracuda Builders of Key West, Inc.
5601 3rd Avenue
Key West, FL 33040

Phone Number: 305-396-7752

Date: 3/1/2016 Signed:

Bryan Wofsey
(Name)
President
(Title)

Witness: (Seal)

Bond No. 71752417

East Martello Museum ADA Upgrades

BID (PROPOSAL) BOND

KNOW ALL MEN BY THESE PRESENTS, that we Barracuda Builders of Key West, Inc.
5601 3rd Ave., Key West, FL 33040
(Here insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY
333 S. Wabash Ave., 41st Fl., Chicago, IL 60604
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto Monroe County Board of County Commissioners
1100 Simonton St., Rm. 2-213, Key West FL 33040
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five (5%) percent of amount bid Dollars ($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for East Martello Museum ADA Upgrades
3501 S. Roosevelt Blvd., Key West, FL 33040
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Any action instituted by a claimant under this bond must be in accordance with the notice and time limitations provisions in Section 255.05(2), Florida Statutes.

Barracuda Builders of Key West, Inc.
(Principal) (Seal)

(Witness)

President
(Title)

WESTERN SURETY COMPANY
(Surety) (Seal)

(Witness)

By
Appointed Agent of Surety

(Title
Abel Oria, Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71752417

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Abel Oria

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Barracuda Builders of Key West, Inc.

Obligee: Monroe County Board of County Commissioners

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 1, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of March, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 1st day of March, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of March, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

East Martello Museum ADA Upgrades

SECTION 00110
NON-COLLUSION AFFIDAVIT

I, Bryan Wolfsey of the city Key West
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President
of the firm of Barracuda Builders of Key West, Inc.
the proposer making the Proposal for the project described in the notice for calling for proposals for:
East Martello Museum ADA Upgrades
and that I executed the said proposal with full authority to do so;

2. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and

4. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

5. The statements contained in this affidavit are true and correct, and made with full knowledge that said project.

BW — (Signature of Proposer)

3/1/2016 (Date)

STATE OF: FL

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Bryan Wolfsey

who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 1 day of March, 2016.

Marissa Sawyer
NOTARY PUBLIC

My commission expires: 8/18/19

MARISSA SAWYER
MY COMMISSION # FF907178
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

East Martello Museum ADA Upgrades

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Barracuda Builders of Key West, Inc."
(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

Date: 3/1/2016

STATE OF: FL

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on 3/1/16 (date)

by Bryan Wolfsey (name of affiant). He/She is personally known to me

or has produced _____ as identification. (Type of identification)

Marissa Sawyer
NOTARY PUBLIC

My commission expires: 8/18/19

MARISSA SAWYER
MY COMMISSION # FF907178
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

East Martello Museum ADA Upgrades

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Barracuda Builders of Key West, Inc.
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

3/1/2016
Date

East Martello Museum ADA Upgrades

SUBCONTRACTOR LISTING FORM

Division	Subcontractor	Contact Person	Ph # w/area code	Fax:	Cell:	Address
Electric	Check Electric, LLC.	Karel Bublak	(305) 890-332	(305) 294-3738	(305) 890-3332	3255 Flagler Ave. Unit 303, Key West, FL 33040
Lift	Garaventa Lift	Walter Blanc	(954) 567-1252	(954) 567-1178	N/A	549 Sawgrass Corporate Pky., Sunrise, FL 33325
Welding	CZ Craft, Inc.	Zbynek Pavlicek	(305) 923-3411	N/A	(305) 923-3411	1410 Laird Street, Key West, FL 33040

End of Section 00110

MONROE COUNTY, FLORIDA
INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	X	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
WC1		Employers Liability	$100,000/$500,000/$100,000
WC2	X	Employers Liability	$500,000/$500,000/$500,000
WC3	_____	Employers Liability	$1,000,000/$1,000,000/$1,000,000
WCUSLH	_____	US Longshoremen & Harbor Workers Act	$1,000,000
WCJA	_____	Federal Jones Act	$1,000,000

East Martello Museum ADA Upgrades

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	____	$300,000 Combined Single Limit
GL2	X____	$500,000 Combined Single Limit
GL3	____	$1,000,000 Combined Single Limit
GL4	____	$2,000,000 Combined Single Limit
GL5	____	$3,000,000 Combined Single Limit
GL6	____	$4,000,000 Combined Single Limit
GL7	____	$5,000,000 Combined Single Limit

Required Endorsement:

GLLIQ	____	Liquor Liability
GLS	____	Security Services

All endorsements are required to have the same limits as the basic policy.

INSCKLST

East Martello Museum ADA Upgrades

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for: Owned; Non-owned; and Hired Vehicles

Required Limits:

VL1	_____	$50,000 per Person: $100,000 per Occurrence $25,000 Property Damage or $100,000 Combined Single Limit (The use of VL1 should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	X	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
VL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
VL4	_____	$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	_____	Builders' Risk	Limits equal to the Full Replacement Value of the completed project.
CL1	_____	Cyber Liability	$1,000,000
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO1	_____	Professional Liability	$ 300,000 per Occurrence/$ 500,000Agg.
PRO2	_____		$ 500,000 per Occurrence/$1,000,000 Agg.
PRO3	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL1	_____	Pollution Liability	$ 500,000 per Occurrence/$1,000,000 Agg.
POL2	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL3	_____		$3,000,000 per Occurrence/$6,000,000Agg.
POL4	_____		$5,000,000 per Occurrence/$10,000,000 Agg.
ED1	_____	Employee Dishonesty	$ 10,000
ED2	_____		$100,000

East Martello Museum ADA Upgrades

GK1	_____	Garage	$ 300,000 ($ 25,000 per Veh)
GK2	_____	Keepers	$ 500,000 ($100,000 per Veh)
GK3	_____		$1,000,000 ($250,000 per Veh)
MED1	_____	Medical	$ 300,000/$ 750,000 Agg.
MED2	_____	Professional	$ 500,000/$ 1,000,000 Agg.
MED3	_____		$1,000,000/$ 3,000,000 Agg.
MED4	_____		$5,000,000/$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment Installed
VLP1	_____	Hazardous	$ 300,000 (Requires MCS-90)
VLP2	_____	Cargo	$ 500,000 (Requires MCS-90)
VLP3	_____	Transporter	$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's posession.
HKL1	_____	Hangarkeepers$	300,000
HKL2	_____	Liability	$ 500,000
HKL3	_____		$ 1,000,000
HKL4	_____		$ 5,000,000
AIR1	_____	Aircraft	$ 1,000,000
AIR2	_____	Liability	$ 5,000,000
AIR3	_____		$50,000,000
AEO1	_____	Architects Errors	$ 250,000 per Occurrence/$ 500,000 Agg.
AEO2	_____	& Omissions	$ 500,000 per Occurrence/$1,000,000 Agg.
AEO3	_____		$ 1,000,000 per Occurrence/$3,000,000 Agg.
AEO4	_____		$ 3,000,000 per Occurrence/$5,000,000 Agg.
ARP	_____	All Risk Property	Full Replacement Value of Structure
EO1	_____	Engineers Errors	$ 250,000 per Occurrence/$ 500,000 Agg.
EO2	_____	& Omissions	$ 500,000 per Occurrence/$1,000,000 Agg.
EO3	_____		$ 1,000,000 per Occurrence/$2,000,000 Agg.
EO4	_____		$ 5,000,000 per Occurrence/$10,000,000 Agg.

East Martello Museum ADA Upgrades

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT: East Martello Museum ADA Upgrades

BETWEEN
MONROE COUNTY, FLORIDA
AND

Barracuda Builders of Key West, Inc.

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes and the requirements of Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

East Martello Museum ADA Upgrades

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT: East Martello Museum ADA Upgrades

BETWEEN
MONROE COUNTY, FLORIDA
AND

Barracuda Builders of Key West, Inc.

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable shall be:

$500,000 Combined Single Limit

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL

East Martello Museum ADA Upgrades

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
East Martello Museum ADA Upgrades

BETWEEN
MONROE COUNTY, FLORIDA
AND

Barracuda Builders of Key West, Inc.

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$200,000 per Person
$300,000 per Occurrence
$200,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL

East Martello Museum ADA Upgrades

PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT
INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits $500,000 Bodily Injury by Accident $500,000 Bodily Injury by Disease Policy Limits $500,000 Bodily Injury by Disease, each employee
General Liability, including Premises Operations Products and Completed Operations Blanket Contractual Liability Personal Injury Liability	$500,000 Combined Single Limit

Builder's Risk: Not required
Limits equal to the full replacement Value of the completed project.

Vehicle Liability (Owned, non-owned, and hired vehicles)	$300,000 Combined Single Limit If split limits are preferred: $200,000 per Person $300,000 per Occurrence $200,000 Property Damage

Public Construction bond Required. Bond must be issued by an A rated surety company doing business in the State of Florida.

Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from

such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this AGREEMENT.

PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements. I fully accept the indemnification and hold harmless as set out on page 00110-12 of this proposal.

Bryan Worsey
PROPOSER

Signature

East Martello Museum ADA Upgrades

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
General Liability	$500
Auto Liability	N/A
Workers Compensation	N/A

Liability policies are X Occurrence _____ Claims Made

Evergreen Insurance Agency
Insurance Agency

Signature

End of Section 00120

BARBU01 OP ID: MCMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evergreen Insurance Agency 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411	CONTACT NAME: Evergreen Insurance Agency PHONE (A/C, No, Ext): 561-966-8883 FAX (A/C, No): 561-964-8885 E-MAIL ADDRESS:
INSURED Barracuda Builders of Key West, Inc. 5601 3rd Avenue Key West, FL 33040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Evanston Insurance Company INSURER B : Ohio Security Insurance Co. INSURER C : FUBA INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		LB40061	02/04/2016	02/04/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X		BAS(16)56084287	04/30/2015	04/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10651839	03/25/2015	03/25/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: East Martello MuseumADA Upgrades, Monroe County, Florida
The Monroe County Board of County Commissioners, its employees and officials listed as additional insured with respect to general liability and auto liability.

CERTIFICATE HOLDER

MONCO03

Monroe County Board of County Commissioners c/o Purchasing Department
1100 Simonton St., Rm 2-213
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

East Martello Museum ADA Upgrades

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to *Ordinance 023-2009*, as amended by *Ordinance No. 004-2015*, must complete this form.

Name of Bidder/Responder Barracuda Builders of Key West, Inc · Date: 03/01/2016

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice of request for bids or proposals? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes
(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one year prior to the notice of request for bid or proposal.)

List Address: 5601 3rd Avenue, Key West, FL 33040

Telephone Number: 305 - 396 - 7752

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? No

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:
(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one year prior to the notice of request for bids or proposals)

5601 3rd Avenue, Key West, FL 33040
Address

Tel. Number (305) 396-7752

B W
Signature and Title of Authorized Signatory for Bidder/Responder

Print Name: Bryan Worsey

STATE OF FL
COUNTY OF Monroe

On this 1 day of March, 2016 before me, the undersigned notary public, personally appeared Bryan Worsley, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

My commission expires: 8/18/19 Marissa Sawyer

Print Name Marissa Sawyer

MARISSA SAWYER
MY COMMISSION # FF907178
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

East Martello Museum ADA Upgrades

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Barracuda Builders of Key West, Inc. (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

BY
(Signature)

Date: 3/1/2016

STATE OF: FL
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on the 1 day of March, 2016, by Bryan Watsey (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 8/18/19
Marissa Sawyer
NOTARY PUBLIC

MARISSA SAWYER
MY COMMISSION # FF907178
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

WOFSEY, BRYAN ROBERT
BARRACUDA BUILDERS OF KEY WEST, INC.
5601 3RD AVENUE
KEY WEST FL 33040

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1521253 ISSUED: 06/16/2014

CERTIFIED GENERAL CONTRACTOR
WOFSEY, BRYAN ROBERT
BARRACUDA BUILDERS OF KEY WEST, IN

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1406160001065

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1521253	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

WOFSEY, BRYAN ROBERT
BARRACUDA BUILDERS OF KEY WEST, INC.
5601 3RD AVENUE
KEY WEST FL 33040

ISSUED: 06/16/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1406160001065

2015 / 2016
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2016

RECEIPT# 30140-110014

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040
Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 105-14-00006399 09/21/2015 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2016

RECEIPT# 30140-110014

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040
Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 105-14-00006399 09/21/2015 20.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-110014

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040
Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 103-13-00006792 09/22/2014 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-110014

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040
Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 103-13-00006792 09/22/2014 20.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name	BARRACUDA BUILDERS OF KEY WEST CtlNbr:**0022530**
Location Addr	5601 3RD AVE
Lic NBR/Class	**16-00027819** CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date:	September 22, 2015 **Expiration Date:**September 30, 2016
License Fee	$325.00
Add. Charges	$0.00
Penalty	$0.00
Total	$325.00

Comments: _____

This document must be prominently displayed.

BARRACUDA BUILDERS OF KEY WEST

BARRACUDA BUILDERS OF KEY WEST
5601 3RD AVE

KEY WEST FL 33040

Oper: KEYNOLD Type: OC Drawer: 1
Date: 9/23/15 09 Receipt no: 385394
2015 27819
OR LIC OCCUPATIONAL RENEWAL
1.00 $325.00
Trans number: 3068048
CK CHECK 967 $325.00

Trans date: 9/23/15 Time: 9:23:01

EAST MARTELLO MUSEUM ADA UPGRADES – PROPOSAL ITEM 16

BARRACUDA BUILDERS OF KEY WEST, INC.

16 – A) List of Entity's Shareholders:

Bryan Wofsey (President) = 100% Owner

16-B) List of Officers and Directors:

Bryan Wofsey = President

Bryan Wofsey = Treasurer

16-C) Relevant Experience:

Barracuda Builders of Key West, Inc. was established on January 22nd, 2013.

Projects include 2911 Fogarty Avenue, 14 Sapphire Drive, 3720 Duck Avenue, 1417 Eliza Street, Waterfront Brewery, 1107 Grinnell Street, 805 Waddell Avenue, West Martello Fence Replacement & West Martello Meeting Room Renovation

16-D) Number of Years of Operation:

Barracuda Builders of Key West, Inc. was established on January 22nd, 2013 and have been operating for over 3-years...

16-E) Questions regarding Claims and Suits:

A) Has the person or entity ever failed to complete work or provide the goods for which it has contracted? No.
B) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or its officers, directors, or general partners (this specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years)? No.
C) Has the person, principal of the entity, entity, or its officers, major shareholders or directors within the last five (5) years, been a party to any law suits or arbitrations with regard to a contract for services, goods or construction services similar to those requested in the

specifications with private or public entities? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years? No.

D) Has the person, principal of the entity, or its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with a contract to provide services, goods or construction services? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years? No.

E) Whether, within the last five (5) years, the Owner, an officer, general partner, controlling shareholder or major creditor of the person or entity was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids? No.

F) Customer references (minimum of three), including name, current address and current telephone number;

Bill Meyer	3720 Duck Avenue	(404) 289-5597
Annette Shreck	2911 Fogarty Avenue	(308) 530-2535
Mark Bertini	14 Sapphire Drive	(305) 619-5985

Credit References (minimum of three), including name, current address and current telephone number;

Monroe Concrete	PO Box 1149	(305) 296-5606
Manley deBoer	1109 Eaton Street	(305) 294-5900
Strunk Ace	1101 Eaton Street	(305) 296-9091

G) Financial statements for the prior three years. (Please provide in a separate sealed envelope for the Contractor's confidentiality.) Please mark the envelope "CONFIDENTIAL". ("Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a bid for a road or any other public works project is exempt from s. 119.07(1) and s.24(a), Art. 1 of the State Constitution.")- See Attachment...

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 19, 2016
Secretary of State
CC1621586860

DOCUMENT# P13000006646

Entity Name: BARRACUDA BUILDERS OF KEY WEST, INC.

Current Principal Place of Business:

5601 3RD AVENUE
KEY WEST, FL 33040

Current Mailing Address:

5601 3RD AVENUE
KEY WEST, FL 33040 US

FEI Number: 46-1840239

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WOFSEY, BRYAN R
14 BAY DRIVE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P, D	Title	S, T
Name	WOFSEY, BRYAN R	Name	WOFSEY, BRYAN R
Address	14 BAY DRIVE	Address	14 BAY DRIVE
City-State-Zip:	KEY WEST FL 33040	City-State-Zip:	KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BRYAN R. WOFSEY PRESIDENT 01/19/2016

Electronic Signature of Signing Officer/Director Detail — Date

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of BARRACUDA BUILDERS OF KEY WEST, INC., a Florida corporation, filed electronically on January 22, 2013, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P13000006646.

Authentication Code: 130122103809-900243829719#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Second day of January, 2013

Ken Detzner
Secretary of State

Electronic Articles of Incorporation For

P13000006646
FILED
January 22, 2013
Sec. Of State
jshivers

BARRACUDA BUILDERS OF KEY WEST, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

BARRACUDA BUILDERS OF KEY WEST, INC.

Article II

The principal place of business address:

1304 ANGELA STREET
KEY WEST, FL. US 33040

The mailing address of the corporation is:

1304 ANGELA STREET
KEY WEST, FL. US 33040

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1

Article V

The name and Florida street address of the registered agent is:

BRYAN R WOFSEY
1304 ANGELA STREET
KEY WEST, FL. 33040

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: BRYAN ROBERT WOFSEY

P13000006646
FILED
January 22, 2013
Sec. Of State
jshivers

Article VI

The name and address of the incorporator is:

SHEILA DANG
101 N. BRAND BLVD.
10TH FLOOR
GLENDALE, CA 91203

Electronic Signature of Incorporator: SHEILA DANG, LEGALZOOM.COM, INC.

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P, D
BRYAN R WOFSEY
1304 ANGELA STREET
KEY WEST, FL. 33040 US

Title: S, T
BRYAN R WOFSEY
1304 ANGELA STREET
KEY WEST, FL. 33040 US

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ____ Staff Contact/Phone #: Chris Ambrosio x3477
Ann Riger x4439

AGENDA ITEM WORDING: Approval of transfer funds allocated for Art in Public Places (AIPP) based on the construction costs of the Monroe County Public Works Facility on Magnolia Street in Key Largo to be used for public art at the Murray E. Nelson Government Center.

ITEM BACKGROUND: Pursuant to MCC Sec. 2-233, $10,391.00 was allocated to AIPP based on the construction costs of the Monroe County Public Works Facility on Magnolia Street in Key Largo. The Public Works Facility is not conducive to a public art installation and the public could gain greater benefit from art if it were installed in a more appropriate location. The Murray E. Nelson Government Center in Key Largo provides a much more practical and public area to enrich culturally and benefit the citizens of Monroe County in the spirit of development, promotion, and enjoyment of the arts.

The Florida Keys Council of the Arts (FKCA), the AIPP Committee and County Project Management seek approval to transfer the $10,391.00 from the AIPP fund allocated for the Magnolia St. Public Works Facility to a new account designated for use to acquire, commission, install, and/or maintain public art at the Murray E. Nelson Government Center.

PREVIOUS RELEVANT BOCC ACTION: On September 16, 2015, the BOCC approved a contract with Burke Construction Group for the construction of the Monroe County Public Works Facility on Magnolia Street in Key Largo.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty CA OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ____ Not Required X

DISPOSITION: ____ **AGENDA ITEM #** ____
PMS

Revised 6/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016

Division: Public Works & Engineering

Bulk Item: Yes X No ___

Department: Project Management
Staff Contact /Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of Contract Change Order #3 for the Key West Lighthouse Renovations. This Change Order approves D L Porter Constructors, Inc. to perform additional work at the Lighthouse Renovation as a result of recent additional funding provided by the Tourist Development Council (TDC). This additional portion of the project is funded by the TDC.

ITEM BACKGROUND: A bid opening was held on April 30, 2015, for the construction of the Renovations to the Key West Light Station and Keepers Quarters. The three alternates included in the proposal prices were rejected due to funding limitations. Monroe County applied for additional funding from the TDC to supplement the limited budget for the Light House Renovations. The additional TDC funding allows the County to include the additional work into the contractor's scope of work. The additional work includes new copper gutters and roof repairs to the Keepers Quarters and shed, and interior painting of the Lighthouse Tower. This Change Order amounts to 12.3% of the original contract price.

PREVIOUS RELEVANT BOCC ACTION: On July 15, 2015, the BOCC awarded the bid for the Light House Renovations to D L Porter Constructors, Inc. in the amount of $665,800.00.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approve Contract Change Order #3 as stated above.

TOTAL COST: $81,792.50 **INDIRECT COST:** N/A **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $81,792.50 **SOURCE OF FUNDS:** TDC DAC 1

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty CA OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #** PM6

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: DL Porter Constructors. Contract #_____

Effective Date: 10/15/2015

Expiration Date: 6/15/2016

Contract Purpose/Description:
Key West Light Station and Keepers Quarters Renovations

Contract Manager: Ann Riger (Name) X4439 (Ext.) Project Mgmt / Stop #1 (Department/Stop #)

for BOCC meeting on March 23, 2016 Agenda Deadline: March 8, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 741,917.10 Current Year Portion: $ 659,520.00

Budgeted? Yes ☒ No ☐ Account Codes: 117-77040-530340-TM67493X-_____

Grant: $ TDC DAC 1 _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	3/7/16	Yes ☐ No ☑		3/7/16
Risk Management	3-7-16	Yes ☐ No ☑	M. Sled	3-7-16
O.M.B./Purchasing	3/7/16	Yes ☐ No ☑	Mueller	3/7/16
County Attorney	3/7/16	Yes ☐ No ☑	Chris Ambrosio	3/7/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Key West Light Station Renovations
938 Whitehead St. Key West Fl

CHANGE ORDER NO: *3*

INITIATION DATE: *January 15th, 2016*

CONTRACT DATE: *July 15, 2015*

TO CONTRACTOR:
D L Porter Constructors, Inc.
6574 Palmer Circle Rd
Sarasota, Fl 34238

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$665,800.00
Net change by previously authorized Change Orders	($5,675.40)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$660,124.60
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	$81,792.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$741,917.10
The Contract Time will be (increased) (decreased) (unchanged) by	10 days
The date of Substantial Completion as of the date of this Change Order is	May 29th, 2016

Detailed description of change order and justification:

Additional funding from the TDC made it possible to include alternates such as patching of slate roofing at the keepers quarters, the oilhouse, and the wood shingle roofing at the shed building; new copper gutters and downspouts at the lighthouse keepers quarters; and patching and painting of interior masonry in the lighthouse. In addition to adding the alternates, the replacement of the lighthouse vent ball and chimney vent can now be accomplished as well as installing a new painted wood shutter that matches the existing shutter.

This change Order is 12.3% of the original contract price.

Architect:

Bender and Associates, P.A. 3/7/16. Date

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk
Date _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CONTRACTOR: D. L. Porter Constructors Inc.

By: Colleen Castagna

Title: Controller

Date: 2-3-16

WITNESS TO CONTRACTOR

By: Whitney Kash

Date: 2-3-16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 3-7-16

STATE OF FLORIDA
COUNTY OF Sarasota

On this 3rd day of February, 2016, before me ,the undersigned notary public, personally appeared Coleen Castagna, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above Change Order with Monroe County for ***Key West Light Station Renovations*** for the purposes therein contained.

Stamp and Signature of Notary Public Kim McGinnis

NOTARY PUBLIC STATE OF FLORIDA
KIM MCGINNIS
COMMISSION # FF203112
EXPIRES Feb 24, 2019
BONDED THROUGH
RLI INSURANCE COMPANY

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation:
  Part of the Scope of Work Added by this change order includes unforeseeable conditions. Upon Evaluation of the lighthouse components by the metallurgist Alex Klahm and the Architect additional features are in need of repair on the lighthouse tower to protect the interior of the Lighthouse. These repairs include the replacement of the lighthouse vent ball and chimney vent.

- Change Order was included in the original specifications. Yes ☒ No ☐

  If Yes, explanation of increase in price:
  In addition to the added repairs of unforeseeable conditions, this change order adds alternates that were not originally accepted due to the limited budget provided by the grant, the grant has been increased which allows the county to add to the scope of work for repairs including performing the alternates originally bid as part of the project. These alternates include the patching of slate roofing, new copper gutters and downspouts, and the patching and painting of interior masonry.

- Change Order exceeds $25,000 or 5% of contract price(whichever is greater). Yes ☒ No ☐

  If Yes, explanation as to why it is not subject for a calling for bids:
  Contractor included some of the scope of work in this change order as part of his original bid, as add alternates. To go out for Request for Proposal for these items would not be cost effective.

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

CHANGE ORDER REQUEST

PROJECT: *(Name and address)*	Key West Light Station Renovation 938 Whitehead St. Key West, FL 33040	CHANGE ORDER REQUEST NUMBER: DATE OF ISSUANCE: 1/21/2016 ARCHITECT'S PROJECT NO. CONTRACT FOR: Renovations CONTRACT DATE: 7/15/2015	Three (3)
OWNER: *(Name and address)*	Monroe County Board of County Commissioners 500 Whitehead St. Key West, FL 33040 ATTN: Johnnie Yongue yongue-johnnie@monroecounty-fl.gov		
TO ARCHITECT: *(Name and address)*	Bender & Associates 410 Angela St. Key West, FL 33040 ATTN: David Salay blbender@bellsouth.net	CONTRACTOR: *(Name and address)*	D.L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER OR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED IN THIS REQUEST.

Description:
(Insert a written description of the work and justification)

1)	Repair the vent ball and chimney on the existing Lighthouse per proposal provided by Alex Klahn in an email dated 11/17/15		$ 16,000.00	
2)	Labor and material to clean, patch and repaint the interior masonry of the Lighthouse		$ 38,275.00	
		Subtotal	$ 54,275.00	
		Contractors OH & P	$ 5,427.50	
		TOTAL		$ 59,702.50
Alt #1)	Patching of slate roofing at Keeper's Quarters. Oilhouse and wood shingle repair at shed building.	Add Alternate #1		$ 9,300.00
Alt #2)	New copper gutter and downspouts at the Lighthouse Keeper's Quarters.	Add Alternate #2		$ 12,000.00
		Total of COR#3		$ 81,002.50

Note On Vent Ball Scope of Work - the plan would be to remove the existing vent ball, install temporary waterproofing over the vent opening at the top of the Lighthouse, survey the original ball in the metal contractors shop, make appropriate replacement parts of copper in the same gauge as the original, machine and fabricate the new parts to match the original, reinstall the new vent ball and chimney vent to match the original construction techniques. The original parts would be returned for their historic storage and /or display.

Additional days requested with this COR TBD

Attachments:
(List attached documents that support)

Alex Klahm email dated 11/17/15

REQUESTED BY:

(Signature)

C. Marshall White, Vice President
(Printed name and title)

Yongue-Johnnie

From: Marshall White <mwhite@dlporter.com>
Sent: Wednesday, December 02, 2015 10:48 AM
To: 'Bender & Associates (blbender@bellsouth.net)'; Yongue-Johnnie
Cc: Robert Blanchard; Bensley-Dan
Subject: Lighthouse Project

Bert,
As requested the following is the additional cost to replace the rotten sill beam and replace the interior trim at the Lighthouse project.

Material for the beam and trim	$150.00
Labor 32 man hours	$1392.00
Contractors OH & profit	$231.00
Total	$1773.00

Additionally David requested a price to provide and install a new painted wood shutter matching the existing shutter exactly with a metal holdback. That cost is as follows.

Wood and metal holdback-	$165.00
Labor	$522..00
Paint	NC
Contractors OH & profit	$103.00
Total	$790.00

David also asked that if In the event that there was no funding for the above shutter repair that we provide a price to install a metal holdback for the damaged shutter. If that's the case we would provide the new hold back at no additional cost.

In one of the recent progress meeting minutes Johnnie mentioned that the County was due a credit for the perimeter fence work that the County had already completed. That credit would be $9414.00 and is based on the numbers shown in the Schedule of Values. Please keep in mind that if you take that credit DL Porter would not have any work at all associated with the fence, i.e. concrete repair, fence repair or repainting.

Let me know if you have any questions.
Thanks

C Marshall White Vice President
DL Porter Constructors, Inc
941-929-9400

D.L. Porter
Constructors, Inc.

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT

CONTRACT CHANGE ORDER

PROJECT TITLE:
Key West Light Station Renovations
938 Whitehead St. Key West Fl

CHANGE ORDER NO: *2*

INITIATION DATE: *December 11th, 2015*

TO CONTRACTOR:
D L Porter Constructors, Inc.
6574 Palmer Park Circle Rd.
Sarasota, Fl 34238

CONTRACT DATE: *July 15th, 2015*

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$665,800.00
Net change by previously authorized Change Orders.....$(7,717.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was... .$658,083.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....$2,041.60
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$660,124.60
The Contract Time will be (increased) (decreased) (unchanged) by.....0 Days
The date of Substantial Completion as of the date of this Change Order is.....May 19th, 2016

Detailed description of change order and justification:

The Door at the handicapped accessible entrance and the back door of the Keepers Quarters Are rotted and in need of Replacement.

This change Order is 0.3% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: _____ 1.4.16
Bender & Associates Architects, P.A. Date

CONTRACTOR: _____ 1-4-16
D.L. Porter Constructors, Inc. Date

DIRECTOR PROJECT MANAGEMENT: _____ 1/7/16
Doug Sposito Date

COUNTY/ASSISTANTADMINISTRATOR _____ 1/12/2016
Roman Gastesi Date
Kevin Wilson
Christine Hurley

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: Extent of rotten doors was not caught in the scope of the project.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

  Doors were not operable before, now one will be operated as the ADA accessible entrance and, proper response suggests that both rotten doors should be replaced at the same time.

CHANGE ORDER REQUEST

PROJECT: *(Name and address)*	Key West Light Station Renovation 938 Whitehead St. Key West, FL 33040	CHANGE ORDER REQUEST NUMBER: DATE OF ISSUANCE: ARCHITECT'S PROJECT NO. CONTRACT FOR: Renovations CONTRACT DATE: 7/15/2015	Two (2)
OWNER: *(Name and address)*	Monroe County Board of County Commissioners 500 Whitehead St. Key West, FL 33040 ATTN: Johnnie Yongue yongue-johnnie@monroecounty-fl.gov		
TO ARCHITECT: *(Name and address)*	Bender & Associates 410 Angela St. Key West, FL 33040 ATTN: David Salay blbender@bellsouth.net	CONTRACTOR: *(Name and address)*	D.L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER OR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED IN THIS REQUEST.

Description:
(Insert a written description of the work and justification)

Keepers Quarters:

Material for two (2) 3'x7' 1 3/4" 4 panel custom made fir doors (2) @ $580/ea.	$	1,160.00
Labor to remove & reinstall custom doors; 16/man hrs.	$	696.00
Reuse existing hardware.		NC
Contractor's OH & P	$	185.60
Total of COR#2	$	2,041.60

Additional days requested with this COR 3 days

Attachments:
(List attached documents that support)

E-mail from Manley deBoer Lumber

REQUESTED BY:

(Signature)

C. Marshall White, Vice President
(Printed name and title)

Marshall White

From: Robert Blanchard
Sent: Thursday, December 10, 2015 8:13 AM
To: Marshall White
Subject: FW: Light House Door Quote

Marshall,

Bert Bender requested pricing to replace 2 – 4 panel exterior doors at the Keepers Quarters please see quote below. It doesn't include labor to install.

Robert

Robert Blanchard Jr.
D.L. PORTER CONSTRUCTORS INC.
302 Southard St. Suite 209, Key West, Fl. 33040
Office (941)929-9400, Mobile (941)915-9523

From: Bill Mulligan [mailto:bill@manleydeboer.com]
Sent: Wednesday, December 09, 2015 3:32 PM
To: Robert Blanchard
Subject: Light House Door Quote

Robert,

The cost of the Door for the souvenir shop to match existing door will be custom made. This door will be made out of Heart Cypress material.

(1) 34 x 91 -1/4 $1457.00 plus tax Approx 2 weeks lead time

The cost fo the doors for the Keeper House will be Fir Material

3/0x7/0x1-3/4 4 Panel Fir $ 539.58 plus tax Approx 6 weeks lead time

2 REQ'D.

Thanks,
Bill Mulligan
Outside Sales
Manley deBoer Lumber
305-304-5972

MEMORANDUM

TO: Board of County Commissioners

From: Kevin Wilson
Assistant County Administrator

Date: January 11, 2016

RE: Change Orders

Attached is a proposed Change Order #2 D L Porter Constructors, Key West Light Station Renovations. The Contract Sum will be increased by this Change Order $2,041.60. Substantial Completion as of the date of this change Order is may 19, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Assistant County Administrator intends to approve this change order on Tuesday, January 12, 2016.

Kevin Wilson
Assistant County Administrator

KW/ef

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Key West Light Station Renovations
938 Whitehead St. Key West Fl

CHANGE ORDER NO: *1*

INITIATION DATE: *December 3, 2015*

TO CONTRACTOR:
D L Porter Constructors, Inc.
6574 Palmer Circle Rd
Sarasota, Fl 34238

CONTRACT DATE: *July 15, 2015*

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....$665,800.00
Net change by previously authorized Change Orders.....$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....$665,800.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....($7,717.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....$658,083.00
The Contract Time will be (increased) (decreased) (unchanged) by.....0 days
The date of Substantial Completion as of the date of this Change Order is.....May 19th, 2016

Detailed description of change order and justification:

Monroe County has performed the fence repair due to immediate replacement of some sections required prior to the authorization to proceed for the contractor. The original Sill beam under the door receiving the handicap wheelchair lift has rotted and needs to be replaced, beam was covered and was not identified as rotten during project scoping or bidding

This change Order is -1.1% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: _____ 12/14/15.
Bert L. Bender/David Salay — Date

CONTRACTOR: _____ 12/10/15
Marshall White — Date

DIRECTOR PROJECT MANAGEMENT _____ 12/11/15
Doug Sposito — Date

COUNTY/ASSISTANT ADMINISTRATOR _____ 12/16/2015
Roman Gastesi — Acting County Administrator
Kevin Wilson
Christine Hurley

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation:
  Removal of outside wood paneling uncovered unexpected rotted sections of the structural floor.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price(whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:
  Removal of outside wood paneling uncovered unexpected rotted sections of the structural floor.

CHANGE ORDER REQUEST

PROJECT: *(Name and address)*	Key West Light Station Renovation 938 Whitehead St. Key West, FL 33040	CHANGE ORDER REQUEST NUMBER: DATE OF ISSUANCE: ARCHITECT'S PROJECT NO. CONTRACT FOR: Renovations CONTRACT DATE: 7/15/2015	One (1)
OWNER: *(Name and address)*	Monroe County Board of County Commissioners 500 Whitehead St. Key West, FL 33040 ATTN: Johnnie Yongue yongue-johnnie@monroecounty-fl.gov		
TO ARCHITECT: *(Name and address)*	Bender & Associates 410 Angela St. Key West, FL 33040 ATTN: David Salay blbender@bellsouth.net	CONTRACTOR: *(Name and address)*	D.L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER OR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED IN THIS REQUEST.

Description:
(Insert a written description of the work and justification)

1)	Labor and material to remove and replace sill beam at Keeper's Quarters.			
	Material	$ 150.00		
	Labor 32/man hrs @ $43.50	$ 1,392.00		
	10% OH&P	$ 154.20		
				$ 1,696.20
2)	Credit for exterior fence work to be done by others.			$ (9,414.00)
			Total of COR#1	$ (7,717.80)

Additional days requested with this COR 0

Attachments:
(List attached documents that support)

REQUESTED BY:

(Signature)

C. Marshall White, Vice President
(Printed name and title)

MEMORANDUM

TO: Board of County Commissioners

From: Sheryl Graham
Acting County Administrator

Date: December 15, 2015

RE: Change Orders

Attached is a proposed Change Order #1 D L Porter Construction, Inc., Key West Light Station Renovations. The Contract Sum will be decreased by this Change Order $7,717.00. Substantial Completion as of the date of this change Order is May 19, 2016.

According to Ordinance No. 004-1999 adopted by the Board of County Commissioners, proposed change orders are to be presented to members of the Board of County Commissioners prior to approval, assuming they are within the Administrator's prescribed limits. Change orders not within the Administrator's authority are placed on the BOCC agenda.

The Assistant County Administrator intends to approve this change order on Wednesday, December 16, 2015.

Sheryl Graham
Acting County Administrator

SG/ef

Agreement
Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the Fifteenth Day of July Two Thousand and Fifteen

BETWEEN the Owner:	Monroe County Board of County Commissioners 500 Whitehead Street Key West, Florida 33040
And the Contractor:	D L Porter Constructors, Inc. 6574 Palmer Circle Rd Sarasota, Fl 34238
For the following Project:	**Key West Light Station Renovations** Key West, Florida

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Scope of the Work

1. **Project Overview.**

The scope of work includes various painting, repair and restoration work at the historic Key West Light Station Property at 938 Whitehead St. Key West. Work shall be as shown in the drawings and the specifications, including but not limited to:

Historic Keepers Quarters building: paint entire building exterior. Repair and paint exterior siding, exterior columns and historic wood windows and shutters. Provide and install new vertical accessible lift and new wood stair at rear of building.

Sitework: Install new trench drain, door and swale at the gift shop. Repair spalling concrete above doorway.

Historic lighthouse: paint the entire lighthouse exterior. Repair historic metalwork and paint the interior of the top(metal portion) of the lighthouse. Repair various historic metal components including portholes, doors, platforms, ventilators, and roofing. Patch and paint various historic lighthouse elements including ventilators, beadboard, and metal stairways.

Sitework: repair and paint existing wood fencing around the property. Install new trench drain, door and swale at the gift shop. Repair spalling concrete above doorway.

ADD Alternates include the following:
1. Patching of slate roofing at keepers quarters, oilhouse, and wood shingle roofing at shed building.
2. New Copper Gutters and Downspouts at the Lighthouse keepers quarters.
3. Patching and Painting of interior masonry at the Lighthouse.

2. **General Project Intent and Scope**

Provide all labor, supervision, engineering, materials, supplies, equipment, tools, transportation, surveying, layout, and protection for the proper execution and completion of all the work in accordance with the Contract Documents. The Work shall include but not be limited to that shown on the Drawings and detailed in the Technical Specifications if any included in this Contract.

3. **General Requirements**

A. Construction/Demolition: Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activies- such sound levels are limited to the housrs of 8:00 a.m. to 7:00 p.m, Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. The tools and equipment must be muffled and maintained equal to the functional standards of the industry. No exceptions contained in this subsection shall apply on Thanksgiving Day, Christmas Day and New Year's Day.
B. Contractor needs to be aware of weather and location and plan accordingly.
C. Contractor needs to be aware of the facility, its vendors and staff with unusual schedules and plan accordingly. Coordination of each days works shall be done in advance with approval from County. All spaces interior and exterior shall be cleaned and returned to normal work period/day.

D. The Scope of Work shall include, but not be limited to, all work shown and listed in the Project Drawings. The Contractor is required to provide a complete job as contemplated by the drawings and specifications, which are a part of this bid package. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

E. The contractor will be responsible to obtain all additional necessary permits and approvals for the Key West Light Station Renovations including the Fire Marshall, City of Key West, and any other permitting or regulatory agencies as applicable.

E. SPECIAL PROVISIONS

The following Special Provisions are intended to clarify the scope of work, or highlight features of the work, or modify, change, add to, or delete from the General Scope of this Proposal Package.

1. All licenses required in order to perform the scope of work in the specified location, shall be procured and maintained by the contractor and his subcontractors. Contractor shall submit copies to Project Management prior to notice to proceed. Contractor's license shall accompany proposal.

2. Provide, replace, and maintain any safety rails and barricades as necessary during the process of work, or during deliveries of materials or equipment.

3. Contractor is to review Division 1 General Requirements for additional responsibilities required in order to perform this Work.

4. If in the event of conflicting, or overlapping requirements in any area of the proposal documents, technical specifications, or drawings, the most stringent condition shall be proposed and constructed. Notify Project Management in any event, in order to not compromise the Owner's right to make appropriate decisions.

5. Contractor shall maintain As-Built Drawings, (Record Drawings per Section 01720), of his work progression.

6. The Contractor shall not store materials, tools or debris inside the building with out written permission. Contractor shall provide suitable storage container, and be responsible for disposal off-site of all debris and trash.

7. The Contractor shall coordinate with Owner's representative on available hours for Job Site access. Construction/Demolition: Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activies- such sound levels are limited to the housrs of 8:00 a.m. to 7:00 p.m, Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. The tools and equipment must be muffled and maintained equal to the functional standards of the industry. No exceptions contained in this subsection shall apply on Thanksgiving Day, Christmas Day and New Year's Day.

8. Coordination of each days works shall be done in advance with approval from County. All spaces interior and exterior shall be cleaned and returned to normal each work period.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Proposal Documents, Addenda issued prior to execution of this Agreement, together with the response to RFP and all required insurance documentation, and Modifications issued after execution of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An

enumeration of the Contract Documents, other than Modifications, appears in Article 9. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

ARTICLE 2

The Work of this Contract

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

_____

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date to be fixed in a notice to proceed issued by the Owner.

The Contractor shall achieve Substantial Completion of the entire Work not later than **Two hundredd and forty- (240)** calendar days after the date of commencement or issuance of a Notice to Proceed. The time or times stipulated in the contract for completion of the work of the contract or of specified phases of the contract shall be the calendar date or dates listed in the milestone schedule.

Liquidated damages will be based on the Substantial Completion Date for all work, modified by all approved extensions in time as set forth by the Director of Project Management's signature of approval on the Certificate of Substantial Completion. The liquidated damages table below shall be utilized to determine the amount of liquidated damages.

CONTRACT AMOUNT	FIRST 15 DAYS	SECOND 15 DAYS	31ST DAY & THEREAFTER
Under $50,000.00	$50.00/Day	$100.00/Day	$250.00/Day
$50,000.00-99,999.00	100.00/Day	200.00/Day	750.00/Day
$100,000.00-499,999.00	200.00/Day	500.00/Day	2,000.00/Day
$500,000.00 and Up	500.00/Day	1,000.00/Day	3,500.00/Day

The Contractor's recovery of damages and sole remedy for any delay caused by the Owner shall be an extension of time on the Contract.

ARTICLE 4

Contract Sum

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Six Hundred Sixty Five Thousand Eight Hundred and No /100** **Dollars ($665,800.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement. Attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Alternate # 1: Patching of slate roofing at keepers quarters, oilhouse, and wood shingle roofing at shed building.

NineThousand Three Hundred and 00/100
(Cost in words)

Dollars ($9,300.00) **REJECTED**

Alternate # 2: New Copper Gutters and Downspouts at the Lighthouse keepers quarters..
Twelve Thousand and 00/100
(Cost in words)

Dollars ($12,000.00) **REJECTED**

Alternate # 3: Patching and Painting of interior masonry at the Lightouse.
Twenty Two Thousand and 00/100
(Cost in words)

Dollars ($22,000.00) **REJECTED**

4.3 Unit prices, if any, are as follows:

ARTICLE 5

Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Director of Project Management, and upon approval for payment issued by the Director of Project Management and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Payment will be made by the Owner in accordance with the Florida Local Government Prompt Payment Act, section 218.735, Florida Statutes.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Director of Project Management may require. This schedule, unless objected to by the Director of Project Management, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten Percent 10%. Pending final determination of cost to the owner of changes in the Work, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the net cost to the Owner, less Overhead, Profit and Documented Costs incurred prior to the change Request, as indicated in the corresponding line item in the Approved Schedule of Values for that line item as confirmed by the Director of Project Management. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage;

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Director of Project Management has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 Retainage of 10% will be withheld in accordance with section 218.735 (8(b), Florida Statutes.

5.8 Reduction or limitation of retainage, if any, shall be as follows:
Monroe County is exempt from and not subject to Florida Statutes 255.078, "Public Construction Retainage". Reduction or limitation of retainage, if any, shall be reduced incrementally at the discretion of and upon the approval of the Director of Project Management.

ARTICLE 6

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final approval for payment has been issued by the Director of Project Management. Such final payment shall be made by the Owner not more than 20 days after the issuance of the final approval for payment. The following documents (samples in section 1027) are required for Final Payment:

(1) Application and Certificate for Payment
(2) Continuation Sheet
(3) Certificate of Substantial Completion
(4) Contractor's Affidavit of Debts and Claims
(5) Contractor's Affidavit of Release of Liens

(6) Final Release of Lien
(7) Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a downloadable CD/DVD of all the following but not limited to:

A .Project Record Documents (As Built Documents).

B. Operating and maintenance data, instructions to the Owner's personnel.

C. Warranties, bond and guarantees.

D. Keys and keying schedule.

E. Spare parts and maintenance materials.

F. Electronic copies of approved submittals.

G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

ARTICLE 7

Miscellaneous Provisions

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payment shall be made according to the Florida Local Government Prompt Payment Act and Monroe County Code.

7.3 Temporary facilities and services: As described in Article 34 of the General Conditions.

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7.6 The following items are included in this contract:

a) Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their 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 four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

b) Governing Law, Venue, Interpretation, Costs, and Fees: 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 County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding, pursuant to Section XVI of this agreement.

c) 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. The County and Contractor 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.

d) Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative 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 attorney's fees and court costs as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

f) Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily and with advise of counsel.

g) Claims for Federal or State Aid. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Contractor 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. This Agreement is not subject to arbitration.

i) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. County and Contractor 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. County or Contractor 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 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 s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or

agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) Public Access. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor. Contractor is required to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 the public agency in a format that is compatible with the information technology systems of the public agency.

o) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either 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.

s) Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

u) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

w) 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.

x) Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the County that DBE's, as defined in C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of the Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that DBE's have the opportunity to compete and perform contracts. The County and Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in award and performance of contracts, entered pursuant to this Agreement.

y) Agreements with Subcontractors. In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the COUNTY as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the COUNTY as additional insured.

z) Florida Green Building Coalition Standards. Monroe County requires its buildings to conform to Florida Green Building Coalition standards.

Special Conditions, if any are detailed in Section 00990 of the Project Manual for this Project.

ARTICLE 8
Termination or Suspension

8.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.**Enumeration of Contract Documents.**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: (Insert information here).

a) Drawings: A.0, A1.0, A1.1, A1.2, A2.0, A2.1, A2.2, A3.0, A3.1, A3.2, A8.0,

b) Project Manual: Dated March 2015

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated:

9.1.4 The Addenda, if any, are as follows:

Number	Date	Page
#1	April 16th, 2015	4
#2	April 17th, 2015	2

9.1.5 The Alternates, if any, are as follows:

Alternate No. 1: Patching of slate roofing at keepers quarters, oilhouse, and wood shingle roofing at shed building.

Alternate No.2: New Copper Gutters and Downspouts at the Lighthouse keepers quarters.

Alternate No.3: Patching and Painting of interior masonry at the Lighthouse.

END ALTERNATES

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

Execution by the Contractor must be by a person with authority to bind the entity.
SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE NOTARIZED AND WITNESSED BY ANOTHER OFFICER OF THE ENTITY.

(SEAL)
Attest: Amy Heavilin, Clerk
By: Deputy Clerk
Date: 7/15/15
(SEAL)

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Attest:
By: _____
Print Name: Paulette Jewell
Title: Corp. Secretary
Date: 7/2/15
And:
By: _____
Print Name: Coleen Castagna
Title: Controller
Dare: 7/2/15

D L Porter Constructors, Inc.
By: _____
Print Name: Gary A. Loer
Title: President
Date: 7/2/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 7-8-15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 10-29-15

STATE OF FLORIDA
COUNTY OF Sarasota

On this 2nd day of July, 20 15, before me ,the undersigned notary public, personally appeared Gary A Loer, known to me to be the person whose name is subscribed above or who produced xxxxxxxxxx as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for ***(Key West Light Station Renovations)*** for the purposes therein contained.

_____
Notary Public
Kim McGinnis
Print Name

NOTARY PUBLIC STATE OF FLORIDA
KIM MCGINNIS
COMMISSION # FF203112
EXPIRES Feb 24, 2019
BONDED THROUGH
RLI INSURANCE COMPANY

My commission expires: Feb. 24, 2019 Seal

General Conditions of the Contract for Construction

Where Project Management is Not a Constructor

Table of Articles

1. General Provisions
2. Owner
3. Contractor
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14. Termination or Suspension of the Contract

SECTION 00750
GENERAL CONDITIONS OF THE CONTRACT

1.0 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 **The Contract Documents**: The Contract Documents consist of the Agreement between Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, Owners proposal documents, other documents listed in the Agreement and Modifications issued after execution of the Contract, and the Contractor's proposal and supporting documentation. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by Project Management.

1.1.2 **The Contract:** The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between Project Management and Contractor, (3) between the Architect and Project Management, (4) between the Owner and a Subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Owner shall, however, be entitled to enforce the obligations under the Contract intended to facilitate performance of the duties of Project Management and Architect.

1.1.3 **The Work:** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 **The Project:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Owner's own forces including persons or entities under separate contracts not administered by Project Management.

1.1.5 **The Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 **The Specifications:** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 **The Project Manual:** The Project Manual is the volume usually assembled for the Work which may include the proposal requirements, sample forms, Conditions of the Contract and Specifications.

1.2 Execution, Correlation and Intent

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Document is to include all items necessary for the proper execution and completion of the Work by the contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other like portions of the Work.

1.3 Ownership and Use of Architect's Drawings, Specifications and Other Documents

1.3.1 The Drawing, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to Project Management, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to the Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment suppliers unless they are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of copyright or other reserved rights

1.3.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, two (2) original sealed copies and one (1) electronic copy of Drawings, Specifications and the Project Manual free of charge for the execution of the Work. Additional copies may be obtained from Project Management at a fee of $5.00 per page for full size drawings (.25 per page for written specifications or 11"x 17" drawings).

1.4 Capitalization

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.5 Interpretation

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

2.0 OWNER

2.1 Definition

2.1.1 The Owner is Monroe County. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 Information and Services Required of the Owner

2.2.2 The owner shall furnish initial site surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

2.2.3 For existing facilities the Owner shall secure and pay for necessary approvals, easements, assessments and charges, required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities except for permits and fees which are the responsibility of the Contractor under the Contract Documents. It is the Contractor's responsibility to secure and pay for the building permit(s) for the project.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished two (2) original sealed copies and one (1) electronic copy of Drawings, Specifications and the Project Manual free of charge for the execution of the Work as provided in Subparagraph 1.3.2.

2.2.6 The Owner shall forward all communications to the Contractor through Project Management and may contemporaneously provide the same communications to the Architect.

2.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 Owner's Right to Stop the Work

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 Owner's Right to Carry Out the Work

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such second three-day period after receipt of such second notice fails to commence and continue to

correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for another contractor or subcontractor or Project Management's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. If payments then, or thereafter, due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In the event of clean-up issues, Owner has right to provide a minimum of 24 hours notice. In the event of safety issues determined to be of a serious nature, as determined by Project Management, notice will be given, and contractor is required to rectify deficiency immediately.

3.0 CONTRACTOR

3.1 Definition

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by Project Management, and that are identical or substantially similar to these Conditions.

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to Project Management and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Project Management or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to Project Management and Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Project Management and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to Project Management and Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 Supervision and Construction Procedures

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of Project Management as provided in Subparagraphs 4.6.3 and 4.6.5.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of Project Management in its administration of the Contract, or by test, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent work.

3.3.5 The Contractor shall verify that the Construction Documents being worked with are the most recent and updated available, including all Addenda information. Also the Contractor will perform the work strictly in accordance with this contract.

3.4 Labor and Materials

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.3 The Contractor is responsible for the conduct of his employees at all times. Misconduct, destruction of property, unsafe practices, or violation of any Federal or State regulations including abuse of alcohol or drugs, will be cause for permanent dismissal from the project. If any Contractor's employee is determined to be detrimental to the Project, as deemed by Project Management, the Contractor will remove and/or replace the employee at the request of Project Management. Employees dismissed from the project will be transported from the job site at the Contractor's expense.

3.4.4 The Contractor shall be totally responsible for the security of his work, materials, equipment, supplies, tools, machinery, and construction equipment.

3.4.5 The Contractor shall be responsible for complete, timely and accurate field measurements as necessary for proper coordination, fabrication and installation of his materials and equipment. The Contractor agrees to cooperate with Project Management, if required, to accommodate any discovered variations or deviations from the Drawings and Specifications so that the progress of the Work is not adversely affected.

3.5 Warranty

3.5.1 The Contractor warrants to the Owner, Project Management and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or

normal wear and tear under normal usage. If required by Project Management, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 Taxes

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 Permits, Fees and Notices

3.7.1 The Contractor shall secure and pay for all permits, impact fees, governmental fees, licenses, inspections, testing, surveys and utility fees required by Federal, State, Municipal or Utility entities having jurisdiction over the project for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are received. The Contractor will be responsible for all building permit costs or impact fees required for this project. The Contractor shall secure and pay for all building and specialty permits including plumbing, electrical, HVAC, etc.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify Project Management, Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to Project Management, Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.9 Superintendent

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be satisfactory to Project Management and shall not be changed except with the consent of Project Management, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.

3.10 Contractor's Construction Schedule

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and Project Management's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. This schedule, to be submitted within fourteen (14) days after Contract Award, shall indicate the dates for the starting and completion of the various stages of

construction, shall be revised as required by the conditions of the Work, and shall be subject to Project Management's approval.

3.10.2 The Contractor shall cooperate with Project Management in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

3.10.4 The Contractor shall conform to the most recent schedules.

3.10.5 Project Management will schedule and conduct a project meeting at a minimum of one meeting per month in each month which the Contractor shall attend. At this meeting, the parties can discuss jointly such matters as progress, scheduling, and problems.

3.11 Documents and Samples at the Site

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to Project Management and Architect and shall be delivered to Project Management for submittal to the Owner upon completion of the Work.

3.12 Shop Drawings, Product Data and Samples

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by Project Management is subject to the limitations of Subparagraph 4.6.12.

3.12.5 The Contractor shall review, approve and submit to Project Management, in accordance with the schedule and sequence approved by Project Management, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall cooperate with Project Management in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by Project Management. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials,

field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Project Management approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed Project Management and Architect in writing of such deviation at the time of submittal and Project Management have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by Project Management's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by Project Management and Architect on previous submittals.

3.12.10 Informational submittals upon which Project Management are not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Project Management and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.12 If materials specified in the Contract Documents are not available on the present market, the Contractor may submit data on substitute materials to Project Management for approval by the Owner.

3.13 Use of Site

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, Project Management before using any portion of the site.

3.14 Cutting and Patching

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly; He shall also provide protection of existing work as required.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of Project Management, Owner and such other contractors: such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work. When structural members are involved, the written consent of Project Management shall also be required. The Contractor shall not unreasonably withhold from Project Management or any separate contractor his consent to cutting or otherwise altering the Work.

3.14.3 The Contractor shall arrange for any blockouts, cutouts, or openings required for the installation of his materials and equipment and the execution of his work, whether or not shown

or indicated on the Drawings. The Contractor shall be further responsible for sealing and/or finishing, in an acceptable fashion and meeting any applicable code requirements, and such block-out, cutout opening, or other hole in any fire-related floor, ceiling, wall, security wall, or any other finished surface.

3.15 Cleaning Up

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the project waste materials rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. Clean up shall be performed to the satisfaction of the Owner or Project Management.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, Project Management may do so with the Owner's approval and the cost thereof shall be charged to the Contractor.

3.16 Access to Work

3.16.1 The Contractor shall provide the Owner, Project Management and Architect access to the Work in preparation and progress wherever located.

3.17 Royalties and Patents

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, Project Management and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect and Project Management.

3.18 Indemnification and Hold Harmless

3.18.1 Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

4.0 ADMINISTRATION OF THE CONTACT

4.1 Architect/Engineer

4.1.1 The Architect and /or Engineer is the person lawfully licensed to practice architecture/engineering or any entity lawfully practicing architecture/engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.2 Project Management

4.2.1 Project Management is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Project Management" means Monroe County Project Management Department or Project Management's authorized representative.

4.3 Duties, responsibilities and limitations of authority of Project Management and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Project Management, Architect and Contractor. Consent shall not be unreasonably withheld.

4.4 In case of termination of employment of Architect, the Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

4.5 Not Used

4.6 Administration of the Contract

4.6.1 Project Management and Engineer will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. Project Management and Engineer will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Document, unless otherwise modified by written instrument in accordance with other provision of the Contract.

4.6.2 Project Management and Engineer will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.3 Project Management will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them.

The Contractor shall participate with other Contractors and Project Management and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, Project Management and the Owner until subsequently revised.

4.6.4 Not used.

4.6.5 Project Management will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Project Management will not be required to make exhaustive or continuous onsite inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, Project Management will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the work.

4.6.6 Project Management will not have control over or charge of and will not be responsible for construction means, method, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither Project Management nor the Architect will have control over, or charge of, or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.6.7 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through Project Management, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through Project Management and shall be contemporaneously provided to the Architect.

4.6.8 Project Management will review and certify all Applications for Payment by the Contractor, including final payment. Project Management will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractor into a Project Application for Payment. After reviewing and certifying the amounts due the Contractors, the Project Application for Payment, along with the applicable Contractors' Applications for Payment, will be processed by Project Management.

4.6.9 Based on Project Management's observations and evaluations of Contractors' Applications for Payment, Project Management will certify the amounts due the Contractors and will issue a Project Approval for Payment.

4.6.10 Project Management will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying Project Management. Subject to review, Project Management will have the authority to reject Work which does not conform to the Contract Documents. Whenever Project Management considers it necessary or advisable for

implementation of the intent of the Contract Documents, Project Management will have authority to require additional inspection or testing of the work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of Project Management will be subject to the provisions of Subparagraphs 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor Project Management's authority to act under this Subparagraph 4.6.10 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Project Management to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

4.6.11 Project Management will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and review those recommended for approval. Project Management actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors or the Owner.

4.6.12 Project Management will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Project Management action will be taken with such promptness consistent with the constraints of the project schedule so as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or Project Management, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as Contractor as required by the Contract Documents. Project Management review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. Project Management's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Project Management, of any construction means, methods, techniques, sequences or procedures. Project Management's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.6.13 Project Management will prepare Change Orders and Construction Change Directives.

4.6.14 Following consultation with the Owner, Project Management will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and will have authority to order minor changes in the Work as provided in Paragraph 7.4.

4.6.16 The Contractor will assist Project Management in conducting inspections to determine the dates of Substantial completion and final completion, and will receive and forward to Project Management written warranties and related documents required by the Contract and assembled by the Contractor. Project Management will review and approve a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

4.6.17 Project Management will provide one or more project representatives to assist in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.6.18 Project Management will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor.

Project Management's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of Project Management shall be furnished in compliance with this Paragraph 4.6, then delay shall not be recognized on account of failure by Project Management to furnish such interpretations until 15 days after written request is made for them.

4.6.19 Interpretations and decisions of Project Management will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, Project Management will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.6.20 Project Management's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.7 Claims and Disputes

4.7.1 **Definition**. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the claim.

4.7.2 **Meet and Confer**. The Contractor and Project Management shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 15 days of the dispute or claim. Any claim or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

4.7.3 **Time Limits on Claims**. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner. This notice is not a condition precedent to any other legal action or suit.

4.7.4 **Continuing Contract Performance**. Pending final resolution of a Claim unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.7.5 **Waiver of Claims: Final Payment**. The making of final payment shall constitute a waiver of Claim by the Owner except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

4.7.6 **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally

recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Project Management will promptly investigate such conditions, and the parties will follow the procedure in paragraph 4.7.2.

4.7.7 **Claims for Additional Cost**. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from Project Management, (2) a written order for a minor change in the Work issued by Project Management, (3) failure of payment by the Owner, (4) termination of the Contract by the Owner, (5) Owner's suspension or (6) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.7.8 Claims for Additional Time.

4.7.8.1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given.

4.7.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.7.9 **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.7.7 or 4.7.8.

5.0 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to Project

Management for review by the Owner and Project Management the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Project Management will promptly reply to the Contractor in writing stating whether or not the Owner or Project Management, after due investigation, has reasonable objection to any such proposed person or entity. Failure of Project Management to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Project Management has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Owner or Project Management has made reasonable objection.

5.2.3 If the Owner or Project Management refuses to accept any person or entity on a list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute; however, no increase in the Contract Sum shall be allowed for any such substitution.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Project Management makes reasonable objection to such change.

5.3 Subcontractual Relations

5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner or Project Management. Each subcontract agreement shall preserve and protect the rights of the Owner or Project Management under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. When appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, copies of the Contract Documents which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 Contingent Assignment of Subcontracts

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under public construction bond covering the Contract.

i. If the work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

6.0 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

6.1.1 The Owner reserves the right to perform construction or operations released to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by Project Management. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver or subrogation.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by Project Management, the Owner shall provide for coordination of such forces with the Work of the Contractor who shall cooperate with them.

6.1.3 It shall be the responsibility of the Contractor to coordinate his work with the work of other contractors on the site. The Owner and Project Management shall be held harmless for any and all costs associated with improper coordination.

6.2 Mutual Responsibility

6.2.1 The Contractor shall afford the Owner's own forces, Project Management and other contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to Project Management any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Contractor. The Contractor's sole remedy as against the Owner for costs caused by delays or improperly timed activities or defective construction shall be an extension of time.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or other contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and other contractors shall be subject to the provisions of Paragraph 4.7 provided the other contractors have reciprocal obligations.

6.2.6 The Owner and other contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.2.7 Should the Contractor contend that he is entitled to an extension of time for completion of any portion or portions of the work, he shall, within (72) hours of the occurrence of the cause of the delay, notify Project Management in writing, of his contention: setting forth (A) the cause for the delay, (B) a description of the portion or portions of work affected thereby, and (C) all

details pertinent thereto. A subsequent written application for the specific number of days of extension of time requested shall be made by the Contractor to Project Management within (72) hours after the delay has ceased to exist.

.1 It is a condition precedent to the consideration or prosecution of any claim for an extension of time that the foregoing provisions be strictly adhered to in each instance and, if the Contractor fails to comply, he shall be deemed to have waived the claim.

.2 The Contractor agrees that whether or not any delay, regardless of cause, shall be the basis for an extension of time he shall have no claim against the Owner or Project Management for an increase in the Contract price, nor a claim against the Owner or Project Management for a payment or allowance of any kind for damage, loss or expense resulting from delays; nor shall the Contractor have any claim for damage, loss or expense resulting from interruptions to, or suspension of, his work to enable other contractors to perform their work. The only remedy available to the Contractor shall be an extension of time.

6.3 Owner's Right to Clean Up

6.3.1 If a dispute arises among the Contractor, other contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as Project Management determines to be just.

7.0 CHANGES IN THE WORK

7.1 Changes

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Project Management and Contractor; a Construction Change Directive require agreement by the Owner, Project Management and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by Project Management alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 Change Orders

7.2.1 A change Order is a written instrument prepared by Project Management and signed by the Owner, Project Management and Contractor stating their agreement upon all of the following:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Sum, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

7.2.2 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following methods:

.1 mutual acceptance of lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and payment, and approved by the appropriate authority in writing;

.2 unit prices stated in the Contract Documents or subsequently agreed upon, and approved by the appropriate authority in writing;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

.4 or by method provided in subparagraph 7.2.3.

7.2.3 If none of the methods set forth in Clauses 7.2.1 or 7.2.2 is agreed upon, the Contractor, provided a written order signed by the Owner or Project Management is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by daily force accounts in a form acceptable to the Owner and Project Management. The daily force account forms shall identify Contractor and /or Subcontractor personnel by name, total hours for each man, each piece of equipment and total hours for equipment and all material(s) by type for each extra Work activity claim. Each daily force account form shall be signed by the designated Project Management representative no later than the close of business on the day the Work is performed to verify the items and hours listed. Extended pricing of these forms shall be submitted to Project Management with all supporting documentation required by Project Management for inclusion into a change order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; works' or workmen's compensation insurance; and the rental value of equipment and machinery. Markups for overhead and profit will be in accordance with subparagraph 7.2.4. Pending final determination of cost, payments on account shall be made as determined by Project Management. The amount of credit to be allowed by the Contractor for any deletion or change, which results in a net decrease in the Contract Sum, will be the amount of the actual net cost to the Owner as confirmed by Project Management. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

7.2.4 The actual cost of Changes in the Work may include all items of labor or material, power tools, and equipment actually used, utilities, pro rata charges for foreman, and all payroll charges such as Public Liability and Workmen's Compensation Insurance. No percentage for overhead and profit shall be allowed on items of Social Security and Sales Tax. If deductions are ordered the amount of credit shall be net cost to Owner as defined in section 5.6.1 of the Contract. Items considered as overhead shall include insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, miscellaneous supplies, incidental job costs, warranties, and all general home/field office expenses. The actual cost of Changes in the Work (other than those covered by unit prices set forth in the Contract Documents) shall be computed as follows:

.1 if the Contractor performs the actual Work, the maximum percentage mark-up for overhead shall be five percent (5%) and the maximum percentage for profit shall be five percent (5%);

.2 if the Subcontractor performs the actual Work, the subcontractor's percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%). If the Contractor does not perform the Work, the maximum mark-up for managing the Work will be five percent (5%);

3. If the Subcontractor performs part of the actual Work, his percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%) on his direct Work only. If the Contractor performs part of the actual Work, his percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%) on his direct Work only.

7.2.5 The Contractor shall furnish to the Owner through Project Management, an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. Any additional supporting documentation requested by Project Management such as certified quotations or invoices shall be provided by the Contractor to Project Management at no additional cost to the Owner.

7.2.6 If the Contractor claims that any instructions given to him by Project Management, by drawings or otherwise, involve extra Work not covered by the Contract, he shall give Project Management written notice thereof within five (5) days after the receipt of such instructions and before proceeding to execute the work, except in emergencies endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3.

.1 The written notice to Project Management for the Extra Work shall include a complete description of the extra Work, the total cost and a detailed cost breakdown by labor, material and equipment for each additional activity required to be performed. Mark-ups shall be limited as specified elsewhere in this Article.

.2 Except as otherwise specifically provided, no claim for additional cost shall be allowed unless the complete notice specified by this subparagraph is given by the Contractor.

7.2.7 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or claim proceeding, and Owner shall continue to make payments to the Contractor in accordance with the Contract Documents. Disputes unresolved shall be settled in accordance with subparagraph 4.7. The Contractor shall maintain completed daily force account forms in accordance with subparagraph 7.2.3 for any dispute or claim item.

7.3 Authority

7.3.1 Project Management will have authority to order minor changes in the Work not involving adjustment in the Contract sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through Project Management and shall be binding on the Owner and Contractor. The Contractor shall carry out such written order promptly.

8.0 TIME

8.1 Definitions

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by Project Management in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.5 The Owner/Project Management shall be the final judge as to whether Substantial Completion has been achieved and certifies the date to the Contractor.

8.2 Progress and Completion

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 Delays and Extensions of Time

8.3.1 If the Contractor is delayed, at any time, in the progress of the Work by any act or neglect of the Owner, Project Management, or the Architect/Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, Project Management, or by any other cause which Project Management determines may justify the delay, then the Contract Time shall be extended by no cost Change Order for such reasonable time as Project Management may determine, in accordance with subparagraph 6.2.7.

8.3.2 Any claim for extension of time shall be made in writing to Project Management not more than Seventy-two (72) hours after the commencement of the delay in accordance with paragraph 6.2.7; otherwise it shall be waived. Any claim for extension of time shall state the cause of the delay and the number of days of extension requested. If the cause of the delay is continuing, only one claim is necessary, but the Contractor shall report the termination of the cause for the delay within seventy-two (72) hours after such termination in accordance with paragraph 6.2.7; otherwise, any claim for extension of time based upon that cause shall be waived.

8.3.3 No claim for an increase in the Contract Sum for either acceleration or delay will be allowed for extensions of time pursuant to this Paragraph 8.3 or for other changes in the Construction Schedules.

8.3.4 If the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement as defined in Paragraph 8.1.2, or his refusal or failure to

carry the Work forward expeditiously with adequate forces, the Contractor causing the delay shall be liable for, but not limited to, delay claims from other Contractors which are affected.

9.0 PAYMENTS AND COMPLETION

9.1 Contract Sum

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 Schedule of Values

9.2.1 Before submittal of the first Application for Payment, the Contractor shall submit to Project Management, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Project Management may require. This schedule, unless objected to by Project Management, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 Applications for Payment

9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to Project Management an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Project Management may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

.1 Such applications may include request for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or

entities making a claim by reason of having provided labor, materials and equipment relating to the Work. All Subcontractors and Sub-subcontractors shall execute an agreement stating that title will so pass, upon their receipt of payment from the Contractor. The warranties are for the administrative convenience of the Owner only and do not create an obligation on the part of the Owner to pay directly any unpaid subcontractor, laborer or materialmen. Such persons must seek payment from the Contractor or his public construction bond surety only.

9.4 Approval for Payment

9.4.1 Project Management will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and certify the amounts due on such applications.

9.4.2 After the Project Management's receipt of the Project Application for Payment, Project Management will either approve the Application for Payment, with a copy to the Contractor, for such amount as Project Management determine is properly due, or notify the Contractor in writing of Project Management's reasons for withholding approval in whole or in part as provided in Subparagraph 9.5.1.

9.4.3 The issuance of a separate Approval for Payment will constitute representations made by Project Management to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of Project Management's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by Project Management. The issuance of a separate Approval for Payment will further constitute a representation that the Contractor is entitled to payment in the amount approved. However, the issuance of a separate Approval for Payment will not be a representation that Project Management has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 Decisions to Withhold Approval

9.5.1 Project Management may decline to approve an Application for Payment if, in his opinion, the application is not adequately supported. If the Contractor and Project Management cannot agree on a revised amount, Project Management shall process the Application for the amount it deems appropriate. Project Management may also decline to approve any Application for Payment because of subsequently discovered evidence or subsequent inspections. It may nullify, in whole or part, any approval previously made to such extent as may be necessary in its opinion because of: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to Project Management, the Owner, or another contractor working at

the project; (6) reasonable evidence that the Work will not be completed within the contract time; (7) persistent failure to carry out the Work in accordance with the Contract Documents.

No payment shall be made to the Contractor until certificates of insurance or other evidence of compliance by the Contractor, with all the requirements of Article 11, have been filed with the Owner and Project Management.

9.5.2 When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

9.6 Progress Payments

9.6.1 After Project Management has issued an Approval for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify Project Management. From the total of the amount determined to be payable on a progress payment, a retainage in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes will be deducted and retained by the Owner until the final payment is made. The balance of the amount payable, less all previous payments, shall be approved for payment.

.1 It is understood and agreed that the Contractor shall not be entitled to demand or receive progress payment based on quantities of Work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by Project Management to be a part of the final quantity for the item of Work in question.

.2 No progress payment shall bind the Owner to the acceptance of any materials or Work in place, as to quality or quantity. All progress payments are subject to correction at the time of final payments.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 Project Management will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner and Project Management on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Project Management shall have an obligation to pay, or to see to, the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, and by this provision shall not be construed as relieving the Contractor from the sole responsibility for the materials and Work upon which payments have

been made or the restoration for any damaged material, or as a waiver of the right of the Owner or Project Management to require the fulfillment of all the terms of the Contract.

9.6.8 Except in case of bona fide disputes, or where the Contractor has some other justifiable reason for delay, the Contractor shall pay for all transportation and utility services not later than the end of the calendar month following that in which services are rendered and for all materials, tools, and other expendable equipment which are delivered at the site of the Project. The Contractor shall pay to each of his Subcontractors, not later than the end of the calendar month in which each payment is made to the Contractor, the representative amount allowed the Contractor on account of the Work performed by the Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his suppliers and Sub-subcontractors in a similar manner.

9.8 Substantial Completion

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Project Management shall jointly prepare a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, Project Management will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Management. The Contractor shall then submit a request for another inspection by Project Management, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, Project Management will prepare a Certificate of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by Project Management, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 Partial Occupancy or Use

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph

11.3.1 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Project Management shall jointly prepare a list as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of Project Management.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Project Management and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 Final Completion and Final Payment

9.10.1 Upon completion of the Work, the Contractor shall forward to Project Management a written Notice that the Work is ready for final inspection and acceptance and shall also forward to Project Management a final Contractor's Application for Payment. Upon receipt, Project Management will promptly make such inspection. When Project Management, finds the Work acceptable under the Contract Documents and the Contract fully performed, Project Management will promptly issue a final Approval for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Approval is due and payable. Project Management's final Approval for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to Project Management (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is made, is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract. The following documents (samples included in section 1027) are required for Final Payment:

(1) Application and Certificate for Payment

(2) Continuation Sheet
(3) Certificate of Substantial Completion
(4) Contractor's Affidavit of Debts and Claims
(5) Contractor's Affidavit of Release of Liens
(6) Final Release of Lien
(7) Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a downloadable CD/DVD of all the following but not limited to:

A .Project Record Documents (As Built Documents).

B. Operating and maintenance data, instructions to the Owner's personnel.

C. Warranties, bond and guarantees.

D. Keys and keying schedule.

E. Spare parts and maintenance materials.

F.Electronic copies of approved submittals

G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

9.10.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described Subparagraph 4.7.5.

9.11 Payment of Subcontractors

9.11.1 Any requirement of this Article 9 that the Contractor furnish proof to the Owner or Project Management that the subcontractors and materialmen have been paid is for the protection and convenience of the Owner only. Unpaid subcontractors and materialmen may only seek payment from the Contractor and the surety that provided the Contractor's Public Construction Bond. **The Contractor must insert this paragraph 9.11 in all its contracts with subcontractors and materialmen.**

10.0 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to Project Management for review, approval and coordination with the safety programs of other Contractors.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Management in writing. The Work in the affected area shall not thereafter

be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Project Management in writing. The Owner, Contractor and Project Management shall then proceed in the same manner described in Subparagraph 10.1.2.

10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Project Management the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and Project Management will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor or Project Management has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and Project Management have no reasonable objection.

10.2 Safety of Persons and Property

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 construction or operations by the Owner or other Contractors.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2, 10.2.1.3, 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Project Management or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner or Project Management.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 Emergencies

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.7 and Article 7.

10.4 Site Specific Safety Plan

See Section 00970 for minimum requirements of job site safety plan.

11.0 INSURANCE AND BONDS

11.1.1 Prior to commencement of Work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at its own expense, insurance as specified in the schedule set forth in Section 00110 Bid Form which are made part of this Agreement. The Contractor will ensure that the insurance obtained will extend protection to all subcontractors engaged by the Contractor. As an alternative the Contractor may require all subcontractors to obtain insurance consistent with the attached schedules.

11.1.2 The Contractor will not be permitted to commence Work governed by the Agreement (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of Work resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence of insurance.

11.1.3 The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all Work until the required insurance has

been reinstated or replaced. Delays in the completion of Work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence of insurance.

11.1.4 The Contractor shall provide, to the County in care of Project Management as satisfactory evidence of the required insurance, either:

Certificate of Insurance

Or

A certified copy of the actual insurance policy

11.1.5 The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Contract.

11.1.6 All insurance policies must specify that they are not subject to cancellation, nonrenewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

11.1.7 The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

11.1.8 The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Worker's Compensation.

11.1.9 In addition, the County will be named as an additional insured and loss payee on all policies covering County-owned property.

11.1.10 Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the Monroe County's Risk Manager.

11.2 Builder's Risk Insurance: Required
11.3 Public Construction Bond

11.3.1 A Public Construction Bond in the amount of the cost of construction is a requirement of this Contract. The bond must be from an A rated company doing business in the State of Florida.

12.0 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 If a portion of the Work is covered contrary to Project Management's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by Project Management, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which Project Management has not specifically requested to observe prior to its being covered, Project Management may request to see such Work and it shall be uncovered by the Contractor, if such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner, if such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

12.2 Correction of Work

12.2.1 The Contractor shall promptly correct Work rejected by Project Management or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for Project Management's services and expenses made necessary thereby.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from Project Management, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for Project Management's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 Acceptance of Nonconforming Work

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

13.0 MISCELLANEOUS PROVISIONS

13.1 Governing Law

13.1.1 The contract shall be governed by the laws of the State of Florida. Venue for any claims or disputes arising under this contract shall be in the Circuit Court of the 16th Judicial Circuit of the State of Florida.

13.2 Successors and Assigns

13.2.1 The Owner or Project Management (as the case may be) and the Contractor each binds himself, his partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

13.2.2 The Contractor shall not assign any monies due or to become due under this Contract without prior written consent of the Owner or Project Management.

13.3 Written Notice

13.3.1 Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, or by courier with proof of delivery. Notice shall be sent to the following persons:

For Contractor: _____

_____

_____

_____

For Owner: **Director of Project Management**
1100 Simonton St., Room 2-216
Key West, Florida 33040

County Administrator
1100 Simonton St.
Key West, Florida 33040

13.4 Rights and Remedies

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Project Management, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 Tests and Inspections

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give Project Management timely notice of when and where tests and inspections are to be made so Project Management may observe such procedures. The Owner shall bear costs of test, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If Project Management, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, Project Management will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to Project Management of when and where tests and inspections are to be made so Project Management may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and

13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for Project Management's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to Project Management.

13.5.5 If Project Management is to observe tests, inspections or approvals required by the Contract Documents, Project Management will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.7 Commencement of Statutory Limitation Period

13.7.1 The statute of limitations applicable to this contact are as provided in Section 95.11 (3) (C), Florida Statutes.

14.0 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Owner for Cause

14.1.1 The Owner may terminate the Contract if the Contractor:

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

.or

.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.1.2 When any of the above reasons exist, the Owner, after consultation with Project Management, and upon certification by Project Management that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 72 hours written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.1.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph

14.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2 Suspension or Termination by the Owner for Convenience

14.2.1 The Owner may, without cause, order the Contractor in writing to terminate, suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.2.2 In the event of Termination the Owner shall pay for work completed to date of Termination.

Client#: 4463 DLPORTER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Colony Insurance Co 39993 INSURER B: Amerisure Mutual Insurance Comp 23396 INSURER C: Old Dominion Insurance Company 40231 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT X LOC	Y	Y	103GL000333602	01/01/2016	01/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	B1T3307V	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $0	Y	Y	XS170015	01/01/2016	01/01/2017	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC208074504	01/01/2016	01/01/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

APPROVED FOR RISK MANAGEMENT
BY
DATE 1-6-16
WAIVER N/A X YES

NOTICE:
Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD.
(See Attached Descriptions)

CERTIFICATE HOLDER

MONROE CO BOARD OF CO COMMISSIONERS ITS EMPLOYEES AND OFFICIALS
500 WHITEHEAD ST
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GINDE

DLPORTER

ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/27/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com CODE: SUB CODE: AGENCY CUSTOMER ID #: 4463	COMPANY General Star Indemnity Company
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	LOAN NUMBER POLICY NUMBER: IAG966506 EFFECTIVE DATE: 10/12/15 EXPIRATION DATE: 04/15/16 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Location #1 938 Whitehead St Key West, FL 33040

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Insurance value, Replacement	$670,000	$5,000

REMARKS (Including Special Conditions)

100% Minimum Earned Replacement Cost, $5,000 ded

APPROVED BY RISK MANAGEMENT
BY
DATE 8/27/15
WAIVER N/A ___ YES ___

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Monroe County Board of County Commissioners
1100 Simonton St
Key West, FL 33040

☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

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GINDE

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for the new Kayak Launch at Geiger Key, requesting funding from the Florida Boating Improvement Program (FBIP) and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A FBIP grant will provide 75% funding for the New Kayak Launch and parking lot lime rock fill at Geiger Key. Monroe County would provide 25% matching funds.

PREVIOUS RELEVANT BOCC ACTION: On March 28, 1990, the BOCC approved and authorized execution of the License Agreement with the United States Department of the Navy for use of Navy Shoreline on Boca Chica Beach. On January 18, 1996, the BOCC approved renewal of the License Agreement from January 1, 1996, through December 31, 2001. On May 15, 2002, the BOCC renewed the License Agreement from January 1, 2002, through December 31, 2007. On January 16, 2008, the BOCC renewed the License Agreement from January 1, 2008, through December 31, 2013.On October 21, 2015, the BOCC approved to renew the License Agreement with the United States Department of the Navy for use of Navy shoreline on Boca Chica Beach and Geiger Key for recreational purposes to include water access. On November 17, 2015 the BOCC approved a scrivener's error with the correct exhibits.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE NEW KAYAK LAUNCH AT GEIGER KEY; AND ADVISING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE FLORIDA BOATING IMPROVEMENT PROGRAM GUIDELINES IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's public boat ramps serve the public needs of boaters and boating-related activities on coastal waters within the State and Monroe County; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission has established an application submission cycle and will accept grant applications for the Florida Boating Improvement Program (FBIP); and

WHEREAS, the FBIP application submission period is February 1, 2016 through March 31, 2016; and

WHEREAS, eligible applicants are all county governments and incorporated municipalities of the State of Florida and other legally constituted local governmental entities with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public; and

WHEREAS, FBIP is a competitive grant program which provides financial assistance to local governmental entities for projects designed to serve the needs of boaters and boating-related activities on coastal and inland waters within the state pursuant to Sections 206.606 and 327.47 FS.; and

WHEREAS, Section 206.606(1)(b)1.,F.S., provides that minimum of $1.25 million of the funds collected from fuel sales tax that is transferred to the State Game Trust Fund shall be used to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities.; and

WHEREAS, Section 327.47, F.S., authorizes the Commission to fund projects through a competitive grant program using a portion of the moneys attributed to the sale of motor and diesel fuel at marinas transferred to the Marine Resources Conservation Trust Fund pursuant to Section 206.606(1)(d), FS.; and

WHEREAS, Section 328.72(15), F.S., provides $1 from each recreational vessel registration fee to be deposited into the Marine Resources Conversation Trust Fund to fund a grant program for public launching facilities.; and

WHEREAS, the Monroe County Board of County Commissioners supports public boating-related activities and FBIP programs of the Florida Fish and Wildlife Conservation Commission, subject to the County's regulatory authority and Code of Ordinances; and

WHEREAS, the Monroe County Board of County Commissioners supports outdoor recreation projects for which funding is requested from the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the FBIP in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the New Kayak Launch at Geiger Key project.

Section 2: The Board of County Commissioners of Monroe County supports the FBIP of the Florida Fish and Wildlife Conservation Commission, for which funding is requested from the State of Florida, subject to the County's regulatory authority and Code of Ordinances.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the Florida Fish and Wildlife Conservation Commission.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers	_____
Mayor Pro Tem George Neugent	_____
Commissioner Danny Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-7-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for the new Kayak Launch at Palm Villa Park, requesting funding from the Florida Boating Improvement Program (FBIP) and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A FBIP grant will provide 75% funding for the New Kayak Launch at Palm Villas. Monroe County would provide 25% matching funds.

PREVIOUS RELEVANT BOCC ACTION: NONE

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty CA 3-7-16 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** FM 8

Revised 6/15

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE NEW KAYAK LAUNCH AT PALM VILLA PARK; AND ADVISING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE FLORIDA BOATING IMPROVEMENT PROGRAM GUIDELINES IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's public boat ramps serve the public needs of boaters and boating-related activities on coastal waters within the State and Monroe County; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission has established an application submission cycle and will accept grant applications for the Florida Boating Improvement Program (FBIP); and

WHEREAS, the FBIP application submission period is February 1, 2016 through March 31, 2016; and

WHEREAS, eligible applicants are all county governments and incorporated municipalities of the State of Florida and other legally constituted local governmental entities with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public; and

WHEREAS, FBIP is a competitive grant program which provides financial assistance to local governmental entities for projects designed to serve the needs of boaters and boating-related activities on coastal and inland waters within the state pursuant to Sections 206.606 and 327.47 FS.; and

WHEREAS, Section 206.606(1)(b)1.,F.S., provides that minimum of $1.25 million of the funds collected from fuel sales tax that is transferred to the State Game Trust Fund shall be used to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities; and

WHEREAS, Section 327.47, F.S. authorizes the Commission to fund projects through a competitive grant program using a portion of the moneys attributed to the sale of motor and diesel fuel at marinas transferred to the Marine Resources Conservation Trust Fund pursuant to Section 206.606(1)(d), FS.; and

WHEREAS, Section 328.72(15), F.S. provides $1 from each recreational vessel registration fee to be deposited into the Marine Resources Conversation Trust Fund to fund a grant program for public launching facilities; and

WHEREAS, the Monroe County Board of County Commissioners supports public boating-related activities and FBIP programs of the Florida Fish and Wildlife Conservation Commission, subject to the County's regulatory authority and Code of Ordinances; and

WHEREAS, the Monroe County Board of County Commissioners supports outdoor recreation projects for which funding is requested from the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the FBIP in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the New Kayak Launch project at Palm Villa Park.

Section 2: The Board of County Commissioners of Monroe County supports the FBIP of the Florida Fish and Wildlife Conservation Commission, for which funding is requested from the State of Florida, subject to the County's regulatory authority and Code of Ordinances.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the Florida Fish and Wildlife Conservation Commission.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers _____
Mayor Pro Tem George Neugent _____
Commissioner Danny Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date 3-8-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for the installation of a boat dock and for ramp erosion repairs at the Big Coppitt Key Barcelona Boat Ramp, requesting funding from the Florida Boating Improvement Program (FBIP) and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A FBIP grant will provide 75% funding for the installation of a boat dock and ramp erosion repairs at the Big Coppitt Key Barcelona Boat Ramp. Monroe County would provide 25% matching funds.

PREVIOUS RELEVANT BOCC ACTION: On May 16, 2012, the BOCC approved a Joint Agreement to maintain Public Access and Storm water system for the purposes of completing the requirements of the Joint Permit with the Army Corps of Engineering and the FDEP and receiving authorization to perform the repairs on the boat ramp.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CA 3-7-16 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #** PH 9

Revised 6/15

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE INSTALLATION OF A BOAT DOCK AND RAMP EROSION REPAIRS AT THE BIG COPPITT KEY BARCELONA BOAT RAMP; AND ADVISING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE FLORIDA BOATING IMPROVEMENT PROGRAM GUIDELINES IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's public boat ramps serve the public needs of boaters and boating-related activities on coastal waters within the State and Monroe County; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission has established an application submission cycle and will accept grant applications for the Florida Boating Improvement Program (FBIP); and

WHEREAS, the FBIP application submission period is February 1, 2016 through March 31, 2016; and

WHEREAS, eligible applicants are all county governments and incorporated municipalities of the State of Florida and other legally constituted local governmental entities with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public; and

WHEREAS, FBIP is a competitive grant program which provides financial assistance to local governmental entities for projects designed to serve the needs of boaters and boating-related activities on coastal and inland waters within the state pursuant to Sections 206.606 and 327.47 F.S.; and

WHEREAS, Section 206.606(1)(b)1., F.S., provides that minimum of $1.25 million of the funds collected from fuel sales tax that is transferred to the State Game Trust Fund shall be used to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities; and

WHEREAS, Section 327.47, F.S. authorizes the Commission to fund projects through a competitive grant program using a portion of the moneys attributed to the sale of motor and diesel fuel at marinas transferred to the Marine Resources Conservation Trust Fund pursuant to Section 206.606(1)(d), F.S.; and

WHEREAS, Section 328.72(15), F.S. provides $1 from each recreational vessel registration fee to be deposited into the Marine Resources Conversation Trust Fund to fund a grant program for public launching facilities; and

WHEREAS, the Monroe County Board of County Commissioners supports public boating-related activities and FBIP programs of the Florida Fish and Wildlife Conservation Commission, subject to the County's regulatory authority and Code of Ordinances; and

WHEREAS, the Monroe County Board of County Commissioners supports outdoor recreation projects for which funding is requested from the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the FBIP in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the Brig Coppitt Key Barcelona Boat Dock Installation and Ramp Erosion Repairs project.

Section 2: The Board of County Commissioners of Monroe County supports the FBIP of the Florida Fish and Wildlife Conservation Commission, for which funding is requested from the State of Florida, subject to the County's regulatory authority and Code of Ordinances.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the Florida Fish and Wildlife Conservation Commission.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers _____
Mayor Pro Tem George Neugent _____
Commissioner Danny Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-7-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No Staff Contact/Phone #: Chris Ambrosio x3477
Ann Riger x4439

AGENDA ITEM WORDING: Approval for Art in Public Places Committee (AIPP) and the Florida Keys Council of the Arts (FKCA) to accept the highest ranked proposer's rejection of bid award for a public art installation at the Marathon Courthouse, and to award bid and enter into contract with second ranked proposer Colin Selig. Funding will be provided by the one-cent infrastructure tax and the 16th Judicial Circuit Court fund.

ITEM BACKGROUND: The AIPP Committee and FKCA advertised a RFP for a public art installation at the Marathon Courthouse courtyard. Artists' proposals were received. The highest ranked proposer was Burle and Yates Design. After receiving the award notification, Debra Yates and Benjamin Burle declined the award because their ultimate concept required unapproved extensive site modification that went beyond the scope of the project and exceeded the allocated budget. The Burle and Yates letter declining the award and acknowledging that the award will be provided to the next highest proposer is attached to this AIS.

Subsequently, the second highest ranked proposer, Colin Selig, was offered and accepted the award. If the BOCC approves the contract, Selig will install colorful eco-friendly sculpted seating in the courtyard. Specifically, a "bench" and "loveseat" made from sustainable recycled materials such as industrial propane tanks will be installed. The benches are functional ergonomic reused content. The AIPP Committee will select the style and color of the bench and loveseat. Selig's work can be viewed at www.colinselig.com.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes X No

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $7,200.00

SOURCE OF FUNDS: 24000 560620 CG9810 530340 ($7,200.00)
16th Judicial Circuit 81501-530340 ($7,000.00)

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty CA 3-14-16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #** PM10

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Colin Selig Contract #_____

Effective Date: 03/23/16

Expiration Date:

Contract Purpose/Description:

For installation of public art at the Marathon Courthouse courtyard through the Art in Public Places program.

Contract Manager: Ann Riger (Name) X4439 (Ext.) Project Mgmt/Stop #1 (Department/Stop #)

for BOCC meeting 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 14,200.00 Current Year Portion: $ 14,200.00

Budgeted? Yes ☒ No ☐ Account Codes: 304-24000-560620-CG9810-530340 $7,200

Grant: $ N/A 81501-530340-_____-_____-_____ $7,000

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3/7/16	Yes ☐ No ☑		3/7/16
Risk Management	3-4-16	Yes ☐ No ☑	M Lund	3-4-16
O.M.B./Purchasing	3/7/16	Yes ☐ No ☑		3/7/16
County Attorney	3/3/16	Yes ☐ No ☑	Chris Roberts	3/3/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

BURLE■YATES DESIGN

February 24, 2016

Elizabeth S. Young
Executive Director
Florida Keys Council of the Arts

Dear Liz,

Debra Yates and Benjamin Burle decline the award for the Marathon Court House.
I understand that the designated space is "as is" and is not acceptable to Burle Yates Design based on design and budget.

Debra Yates and Benjamin Burle understand that the County will offer the opportunity to the next highest scoring respondent.

Kind Regards,

Debra Yates and Benjamin Burle

Monroe County Art in Public Places Purchase Agreement

This AGREEMENT dated the 23rd day of March, 2016, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County", and COLIN SELIG, hereinafter "Artist",

WHEREAS, the Art in Public Places Ordinance #022-2001 (AIPP Ordinance), codified at MCC §2-233, authorizes the allocation of one percent (1%) of the County's construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 to be set aside in a fund and used for acquisition, commission, installation and maintenance of works of art to be used in, upon, or around the new or renovated County buildings; and

WHEREAS, the AIPP Ordinance establishes an Arts in Public Places Committee to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the BOCC on such responses; and

WHEREAS, the BOCC desires to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at Marathon Courthouse; and

WHEREAS, in conformity with the AIPP Ordinance and MCC §2-233, the Artist was selected by the AIPP Committee to provide public artwork for this location; and

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this agreement on the terms and conditions as set forth below.

1. AGREEMENT PERIOD: This agreement is for a period of ninety (90) days after issuance of a notice to proceed to execute and complete the work. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 12, and 13 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF AGREEMENT: The Artist shall provide:
Installation of colorful eco-friendly sculpted seating in the courtyard. Specifically, a "bench" and "loveseat" made from sustainable recycled materials such as industrial propane tanks will be installed per Mr. Selig's proposal. The benches shall be functional ergonomic reused content. The AIPP Committee will select the color and the style.

Artist shall confer with and coordinate activities with Elizabeth Young in order to insure that there is as much cooperation and cohesiveness in the incorporation of

the art in or around the building so that there shall be the least amount of interference between the Artist and the Courthouse personnel.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall provide an amount not to exceed **$14,200.00** for materials and services used to create and install the project. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an **Invoice for each of three (3) phases, and documentation** to satisfy the Clerk that the appropriate phase has been completed, payment shall be made for the following phases at the referenced rates:

1) Design Phase: 33.3% of total payment;
2) Materials: 33.3% of total when artist submits **receipts** for materials and eligible costs equal to or greater than 33.3% of the contract total. Travel expenses are included in this phase and shall be paid in accordance to Florida State Statute 112.061, or as described in 2) a below:

2) Travel: All travel expenses shall be reported on a State of Florida Voucher for Reimbursement of Travel Expenses. If Artist has airfare, the ***original boarding pass, or equivalent***, must be attached to the Voucher. If Artist is in vehicle, mileage must be reported on the Voucher. Mileage is reimbursable at .53 cents per mile. Meals are to be reported as follows: Breakfast – when travel begins before 6 a.m. and extends beyond 8 a.m. for $6.50; Lunch – when travel begins before 12 noon and extends beyond 2 p.m. for $13.50; and Dinner – when travel begins before 6 p.m. and extends beyond 8 p.m. for $27.00.
A State of Florida Voucher for Reimbursement of Travel Expenses is attached and made part of this contract.

3) Completion: 33.3% final payment due when installation is deemed complete and contractual agreement specifications are verified by the Monroe County Project Management Department or designee.

Eligible costs and expenditures for the project and the total award include, but are not limited to:

A. Artist's design fee.
B. Labor, materials, contracted services required for production and installation.
C. Artist's operating expenses related to the project.
D. Travel related to this project, pursuant to statutory limitations (see above paragraph 3, item 2).

E. Transportation of the work to the site (see above paragraph 3, item 2).
F. Installation to the site.
G. Permits and fees necessary for the installation (applicable for exterior projects which also require HARC review).
H. Legal costs directly related to the project.
I. Liability costs of artist.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. Artist shall also provide release of liens if applicable.

Final payment request must be submitted no later than 60 days after the completion of the project.

4. OWNERSHIP and RIGHTS: Upon the installation of the artwork and acceptance by the County, the County shall own the artwork and title to the artwork shall pass to the County. This Article 4 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et. al., to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the County without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion or mutilation of the artwork. Artist agrees that the County as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. Artist agrees that where the artwork may be created or conceived in any fashion by more than one author, the Artist's signature and waiver binds the entire group of authors/artists.

5. RECORDS: The Artist shall keep such records as are necessary to document performance of the agreement and give access to these records at the request of the County, the State of Florida, or authorized agents and representatives of said government bodies. The Artist understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. For Public Records requirements see paragraph 22 below.

6. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement shall be only amended in writing and approved by the BOCC. Extensions of time to complete any terms or conditions of this Agreement must be made in writing and may be approved only by the BOCC.

7. INDEPENDENT CONTRACTOR: At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this

agreement shall be construed as to find the Artist or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

8. COMPLIANCE WITH LAW: In carrying out its obligations under this agreement, the Artist shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Artist.

9. HOLD HARMLESS/INDEMNIFICATION: The Artist hereby agrees to indemnify and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and Monroe County and any of their officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Artist shall immediately give notice to the County of any suit, claim or action made against the County that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

10. ANTI-DISCRIMINATION: The Artist agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

11. ANTI-KICKBACK: The Artist warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION: This agreement shall terminate pursuant to Paragraph #1. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant

to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Artist. The County may terminate this agreement without cause upon giving 90 days written notice of termination to Artist. The County shall not be obligated to pay for any services or goods provided by Artist after Artist has received written notice of termination.

13. TERMINATION FOR BREACH: The County may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

14. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist.

15. CONSENT TO JURISDICTION: This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

16. ETHICS CLAUSE: Artist warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Artist represents that Artist is not on the Convicted Vendor list.

18. AUTHORITY: Artist warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below are authorized to contract Artist's services.

19. LICENSING AND PERMITS: Artist warrants that he or she shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. INSURANCE: Artist agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses occurring during the agreement or thereafter that results from performance by Artist of the obligations set forth in this agreement. At all times during the term of the agreement and for one year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager,** Artist shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Artist's insurance shall not be construed as relieving Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers Compensation if, and as required by Florida Statutes

2. General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

    - Premises Operations
    - Products and Completed Operations
    - Blanket Contractual Liability
    - Personal Injury Liability
    - Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

21. PUBLIC RECORDS: The Artist agrees to comply with all requirements of Chapter 119 of the Florida statues and specifically:
(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 the public agency in a format that is compatible with the information technology systems of the public agency.

22. RISK OF LOSS. Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the County as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover risk of loss or damage to the artwork until final acceptance by the County.

23. WARRANTIES OF QUALITY AND CONDITION. Artist represents and warrants that the artwork, as fabricated and installed, will be free from defects in material and workmanship which cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the Artist's maintenance recommendations or proposal. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodic required maintenance by the County, according to instructions provided by the Artist. The County shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the County, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.

24. REPAIRS AND RESTORATION. The County reserves the right to determine when and if repairs and restorations to the artwork will be made after final

acceptance. Repairs and restorations to the artwork occurring five years after the County's final acceptance of the artwork will be the responsibility and at the expense of the County.

25. NOTICE: Any written notice to be given to either party under his agreement or related hereto shall be addressed and delivered as follows:

For Artist	For County
Colin Selig 1547 Palos Verdes #315 Walnut Creek, CA 94597	Florida Keys Council of the Arts 1100 Simonton Street Key West, FL 33040 and County Attorney P.O. Box 1026 Key West, FL 33041-1026

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW ON PAGE 9

Execution by the Artist must be by a person with authority to bind the entity. **Signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two other witnesses.**

(SEAL)
ATTEST: AMY HEAVILIN, CPA, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

WITNESSES:

1) _____
Signature

Todd Power
Print Name
DATE: 3/7/16

2) _____
Signature

Teresa Parenti
Print Name
DATE: 3/7/16

ARTIST:
COLIN SELIG

Colin Selig
Signature

COLIN SELIG
Print Name
DATE: 3/7/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 3-4-16

STATE OF California
COUNTY OF Contra Costa

On this 07 day of March, 2016, before me, the undersigned notary public, personally appeared Colin Selig, known to me to be the person whose name is subscribed above or who produced California Drivers license as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at the Marathon Courthouse for the purposes therein contained.

Notary Public

_____
Name Garrett Jonathan Bosic

My Commission Expires Nov 17 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On 03-09-2016 before me, Garrett Jonathan Busse, Notary Public
(insert name and title of the officer)

personally appeared Colin Selig,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GARRETT JONATHAN BUSSE
Commission # 2090380
Notary Public - California
Contra Costa County
My Comm. Expires Nov 17, 2018

OPTIONAL

Description of Attached Document

Title or Type of Document _____

Document Date: _____ **Other:** _____

No. of Pages: _____

NON-COLLUSION AFFIDAVIT

I, COLIN SELIG, of the city of WALNUT CREEK, CA, according to law on my oath, and under penalty of perjury, depose and say that;

1.) I am COLIN SELIG, the bidder making the Proposal for the project described as follows:

2.) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3.) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4.) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5.) the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Colin Selig
(Signature of Bidder)

STATE OF California

COUNTY OF Contra Costa

3/7/16
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Colin Selig who, after first being sworn by me,
(name of individual signing)

affixed his/her signature in the space provided above on this 07 day of March

20 16.

NOTARY PUBLIC

My Commission Expires: Nov 17 2018

See Attached Notary Document

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On 03-07-2016 before me, Garrett Jonathan Busse, Notary Public
(insert name and title of the officer)

personally appeared Colin Selig,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GARRETT JONATHAN BUSSE
Commission # 2090380
Notary Public - California
Contra Costa County
My Comm. Expires Nov 17, 2018

Signature _____ (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document _____

Document Date: _____ **Other:** _____

No. of Pages: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

COLIN SELIG warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Colin Selig
(signature)

Date: 3/7/16

STATE OF California

COUNTY OF Contra Costa

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Colin Selig who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 07 day of March, 2016.

NOTARY PUBLIC

My commission expires: NOV 17 20B

OMB - MCP FORM #4

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On 03-07-2016 before me, Garrett Jonathan Busse, Notary Public
(insert name and title of the officer)

personally appeared Colin Selig,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GARRETT JONATHAN BUSSE
Commission # 2090380
Notary Public - California
Contra Costa County
My Comm. Expires Nov 17, 2018

OPTIONAL

Description of Attached Document

Title or Type of Document _____

Document Date: _____ **Other:** _____

No. of Pages: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

COLIN SELIG
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Colin Selig
Bidder's Signature

3/7/16
Date

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read and acknowledge the Public Entity Crime Statment

Colin Shay

Signature

Date: 3/7/16

COLIN-1 OP ID: ER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Schroder Insurance Services
Lic# 0E97563
1410 North Main Street
Walnut Creek, CA 94596
Schroder Insurance Services

CONTACT NAME: Schroder Insurance Services
PHONE (A/C, No, Ext): 925-934-6789 FAX (A/C, No): 925-934-0189
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MESA INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COLIN SELIG
1547 PALOS VERDE MALL, #315
WALNUT CREEK, CA 94597

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		MP0004009001781	10/24/2015	10/24/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Board of Monroe County Commissioners are named Additional Insured as respects the named insureds operations. Endorsement CG20100413 attached.

APPROVED BY RISK MANAGEMENT
BY
DATE 3.9.16
WAIVER N/A YES

CERTIFICATE HOLDER

BOARDMO

Board of Monroe County Commissioners
Attn:Ann Riger, Contract Admin
1100 Simonton St., #2-216
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Erin Ramey

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1996 Edition

MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: COLIN SELIG

Contract for: Marathon Courthouse Courtyard Art

Address of Contractor: 1547 Palos Verdes #315
Walnut Creek CA 94597

Phone: 925-457-5060

Scope of Work: Fabricate and install sculptural eco-friendly seating for courtyard of Marathon Courthouse

Reason for Waiver: I do not have enough employees to require workman's compensation.

Policies Waiver will apply to: Workman's Compensation

Signature of Contractor: Colin Selig 3/7/16

Approved X Not Approved ____

Risk Management: M Sluss

Date: 3-8-16

County Administrator appeal:

Approved ____ Not Approved ____

Date: ____

Board of County Commissioners appeal:

Approved ____ Not Approved ____

Meeting Date: ____

STATE OF FLORIDA TRAVELER _____ AGENCY _____

VOUCHER FOR REIMBURSEMENT
OF TRAVEL EXPENSE Check One: ____OFFICER/EMPLOYEE ___NON-EMPLOYEE/IND. CONTRACTOR

HEADQUARTERS _____
RESIDENCE CITY _____

Date 2014	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Hour of Departure and Hour of Return	Meals for Class A & B Travel	Per Diem or Actual Lodging Expenses	Class C Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses Amount	Other Expenses Type
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
			M							
Statement of Benefits to the State: (Conference or Convention)				Column Total	Column Total	Column Total	Miles @ $0.53 per mile		Column Total	SUMM TOTAL
						$	$			

Revolving Fund:_____
Check No. _____
Check Date _____
Agency Voucher No. _____

Advance:
_____
Warrant No.
_____
Warrant Date
_____
Statewide Doc. No.
_____
Agency Voucher No.
_____

LESS ADVANCE RECEIVED $( )

LESS CLASS C MEALS (Officers/Employees Only) $( )

NET AMOUNT DUE

I hereby certify or affirm that the above expenses actually incurred by me as necessary travel expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the agency; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of Section 112.061, Florida Statutes.

TRAVELER'S SIGNATURE: _____

DATE PREPARED: TITLE:

Pursuant to Section 112.061 (3)(a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel was on official business of the State of Florida and was performed for the purpose(s) stated above.

SUPERVISOR'S SIGNATURE: _____

SUPERVISOR'S TITLE: _____

DATE APPROVED: _____

FOR AGENCY USE:

Travel Performed by Common Carrier or State Vehicle

This section required to be completed only when common carrier is billed directly to the state agency.

Date	Ticket Number or State Vehicle Number	From	To	Amount	Name of Common Carrier or State Agency Owning Vehicle

GENERAL INSTRUCTIONS

Class A Travel—Continuous travel of 24 hours or more away from official headquarters.

Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

Class C travel—Travel for short or day trips where the traveler is not away from his official headquarters overnight.

Breakfast—when travel begins before 6 A.M. and extends beyond 8 A.M.

Lunch—when travel begins before 12 noon and extends beyond 2 P.M.

Dinner—when travel begins before 6 P.M. and extends beyond 8 P.M. or when travel occurs during night-time hours due to special assignment.

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler's regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rates of Per Diem and Meals shall be those prescribed by Section 112.061, Florida Statutes.

Per Diem shall be computed at one-fourth of authorized rate for each quarter of fraction thereof. Travel over a period of 24 hours or more will be calculated on the basis of 6-hour cycles, beginning at midnight; less than 24-hour travel will be calculated on the basis of 6-hour cycles, beginning at the hour of departure from official headquarters. Hour of departure and hour of return should be shown for all travel. When claiming per diem, the meal allowance columns should not be used.

Claims for actual lodging at the single occupancy rate plus meal allowances should include the commercial lodging expenses in the "Per Diem or Actual Lodging Expenses" column and include the appropriate meal allowances in the "Meals for Class A & B Travel" column.

Claims for meal allowances involving travel that did not require the traveler to be away from his headquarters overnight should be included in the "Class C Meals" column.

Vicinity travel must appear in the separate column. When travel is by common carrier and billed directly to the traveler, the amount and description should be included in the "Other Expenses" column. A copy of the ticket or invoice should be attached to this form. If travel is by common carrier and billed directly to the State agency, then the "Travel Performed by Common Carrier or State Vehicle" section above should be completed. The name of the common carrier should be inserted in the "Map Mileage Claimed " column in these instances. Justification must be provided for use of a non-contract airline (or one offering equal or lesser rates than the contract airline) or rental car (or one having lower net rates) when contract carriers are available. Additionally, justification must be provided for use of a rental car larger than a Class "B" car.

If travel is performed by the use of a State-owned vehicle, the word "State" should be inserted in the "Map Mileage Claimed" column on the reverse side of this form, and the above section designated as "Travel Performed by Common Carrier or State Vehicle" should be completed.

Incidental travel expenses which may be reimbursed include: (a) reasonable taxi fare, (b) ferry fares and bridge, road, and tunnel tolls, (c) storage and parking fees, (d) telephone and telegraph expenses, and (e) convention or conference registration fee. If meals are included in the registration fee, per diem should be reduced accordingly. Receipts should be obtained when possible.

The official Department of Transportation map should be used in computing mileage claimed from point of origin to destination whenever possible.

If travel is complimentary, the abbreviation "Comp." Should be inserted in the "Map Mileage Claimed" column. No mileage is allowed.

When any State employee is stationed in any city or town for a period of over 30 consecutive work days, such city or town shall be deemed to be his official headquarters and he shall not be allowed per diem or subsistence after the period of 30 consecutive days has elapsed, unless extended by the approval of the agency head.

If travel is to a conference or convention, the "Statement of Benefits to the State" section must be completed or a copy of the Authorization to Incur Travel Expense, Form DBF-AA-13, must be attached. Additionally, a copy of the agenda and registration receipt must be attached.

Any fraudulent claim for mileage, per diem, or other travel expense is subject to prosecution as a misdemeanor.

GERALD LEWIS
Comptroller

COLIN SELIG
MARATHON COURTHOUSE
PROPOSAL 10/21/15

COPY

Monroe County Art In Public Places
REQUEST FOR PROPOSALS
Application Cover Sheet

Date: 10/21/15

Applicant Contact Information:

Name: COLIN SELIG

Address: 1597 Palos Verdes # 315, Walnut Creek CA 94597

Phone(s): 925 457 5060

E-Mail: info@ColinSelig.com

Website: www.ColinSelig.com

Monroe County resident: Yes ____ **(If yes, please attach proof of residency.)** No ✓

Total Budget/Cost: $14,200

Total Number of Art Pieces included in proposal: two

Please briefly describe the following if applicable; if not applicable indicate with N/A.

Special lighting required: N/A

Other special requirements: N/A

lighter blues yellow? not too dark

Type/amount of project access desired: N/A

Installation time required: 2 hours

Maintenance requirements: Occasionally wipe off dust w/ soft cloth

Artist maintains a $300,000 liability insurance policy: (Yes) / No **If no, please explain.**

Please check the following items to indicate they are attached:

☑ Written proposal.

☑ Itemized budget.

☑ Concept drawings; 5 pages maximum (8.5" x 11") including color sketch **or** digital rendition.
Digital images PDF or JPG not exceeding 75dpi – 5 images maximum to director@keysarts.com

☑ If 3-dimensional art proposal, one small model.

Note: Support materials will not be returned to the applicant without prior pre-paid shipping.

Signature confirming that all information provided for this application is true and correct.

Colin Selig — COLIN SELIG — 10/21/15

Artist or head of organization / Type or print name / Date

Colin Selig
Upcycled Functional Sculpture

colinselig.com
info@colinselig.com
925-457-5060

1547 Palos Verdes #315
Walnut Creek, California 94597

Proposal for Marathon FL Courthouse Courtyard

Introduction to artist's work

I'm an eco-artist whose work is a synthesis of sculpture and sustainable design. My unique process is to upcycle salvage propane tanks into functional seating sculptures. I carefully dissect the tanks and reassemble the pieces, while doing no additional forming of the metal. The result is an object which is playful, comfortable, durable and ecologically responsible. I have been granted a series of patents for my designs, which have won national and international awards for their aesthetic, technical, and innovative qualities. My work has been installed in civic, commercial and residential locations across the US and in Europe.

My seats are ideal for public settings for multiple reasons. First of all, they are extremely durable because the steel tanks I repurpose have a substantial wall thickness of 1/4 inch. When the curved and spherical elements are welded together they create a very rigid structure. Secondly, they are very comfortable. After extensive research I've determined an ideal relative position of curved seat to curved backrest which provides good lumbar support for a wide range of body sizes, an ergonomic advancement over traditional benches with flat seats. Thirdly, my seats are incredibly green. I start with a sustainable material then use a manufacturing process which takes minimal energy to produce an object which contains 99% post consumer recycled content. Finally, my seats make an easily recognizable ecological statement. Because propane tanks are so common people from all walks of life are able to appreciate their transformation into functional works of art.

Description of proposed site specific artwork

The artwork I am proposing for the Marathon court house Courtyard Targeted Area is two pieces - a love seat and a bench. Because the material I use allows for a wide range of design options I would like to work with the selection committee and art council staff to arrive at two site specific designs for this location, based on my previous body of work. For example, it could be one symmetric and one asymmetric design. I suggest placing the two seats at right angles to one another. This arrangement would create a sense of place and be a comfortable spot where jurors, witnesses and employees could sit, talk, and relax. I would suggest coloring the seats in blues or greens to sync with the surrounding colors in the ocean and sky.

I have included in the sketch two different designs, and the included model represents a third design option. However these are just three possibilities. To get a better sense of the range of design options I strongly encourage committee members to look at my website where you can also get a better sense of what the pieces look like installed in the landscape: www.colinselig.com

Climate tolerant

My benches are extremely durable and able to withstand sub-tropical climate conditions including hurricanes. They are fabricated from 1/4 thick steel and have a very rigid structure and are substantial in weight (250-350 lbs each). There are no flat surfaces where water can collect. The curved forms allow high winds to pass through and around them. For this salt water adjacent location, once fabricated, the seats would be sandblasted and then coated in a zinc rich epoxy powder coat primer, followed by a top colored powder coat. Powder coat is an extremely durable, baking on coating for metal, similar to an enamel.

Fabrication & Installation

I would fabricate these seats at my workshop in California and then ship them by truck to the site in crates. A lift gate would lower them to the ground. The crates would be moved to the site on furniture dollies and then the crates removed. The seats are well balanced on their four feet and have a low center of gravity, so they would just need to be bolted or staked down with hardware I would supply. Installation is simple. I recently installed six benches in Orinda, CA, in only four hours, so I'm confident it would only take a couple of hours to install two seats. In consideration of the limited budget for this commission, it makes the most sense to hire someone local to install them. I have spoken with art council staff and was reassured that this would be possible. I have included an installation fee in the budget.

Budget options

The attached budget is for two benches, fabricated, delivered and installed. If the overall budget for this location was increased to include additional landscaping I would be glad to act as a consultant to help place the benches on site. In the event there is no additional funding for landscaping and the selection committee feels strongly about including it then another option would be to use only one of my benches, leaving enough money in the budget for this landscaping. This is represented as budget "B" on the attached budget I've submitted. Of course these benches would be easy to unbolt and moved to a different part of the courtyard in future if area was re-landscaped at a later date.

Timeframe

I will need 8-10 weeks for fabrication and shipping once a deposit has been received.

Maintenance

Powder coat is a very durable finish and the only maintenance required is keeping it clean by wiping it down occasionally with a damp cloth.

Budget - Marathon FL Courthouse Courtyard	A	B
fabricate bench, including materials, labor & powder coat	4700	4700
fabricate love love seat, including materials, labor & powder coat	4200	
artist fee	2000	1200
crating & shipping	1800	1200
installation	500	400
contingency	1000	800
total	14200	8300

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Project Management

Bulk Item: Yes X No ___ Staff Contact/Phone #: Doug Sposito X4416

AGENDA ITEM WORDING: Approval of a Resolution providing support for funding of the athletic field at Bernstein Park, requesting funding from the Federal Emergency Management Agency Pre Disaster Mitigation (PDM) Program Grant and affirming the County's ability to provide local match funding.

ITEM BACKGROUND: A PDM grant will provide 75% funding for the flood mitigation, by means of elevating the athletic fields at Bernstein Park which are used for disaster relief during major storm events. Monroe County would provide 25% matching funds.

PREVIOUS RELEVANT BOCC ACTION: On April 16, 2014, the BOCC discussed and approved a site plan for the Redevelopment of Bernstein Park that included elevating the athletic fields to eliminate the frequent flooding at the park.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CA 3-8-16 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

RESOLUTION NO. _____-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, CONFIRMING THE COUNTY'S SUPPORT OF THE ELEVATION OF THE ATHLETIC FILEDS AT BERNSTEIN PARK; AND ADVISING THE FEDERAL EMERGENCY MANAGEMENT AGENCY THAT THE COUNTY HAS THE ABILITY TO PROVIDE THE LOCAL FUNDING SHARE NECESSARY TO IMPLEMENT THE FLORIDA PREDISASTER MITIGATION PROGRAM IN WHICH THE COUNTY ELECTS TO PARTICIPATE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County's public parks serve the public needs of the communities within the State and Monroe County; and

WHEREAS, the Federal Emergency Management Agency has established an application submission cycle and will accept grant applications for the Pre-Disaster Mitigation (PDM) Grant Program; and

WHEREAS, the PDM application submission period is February 10, 2016 through May 3, 2016; and

WHEREAS, eligible applicants are all local governments, incorporated municipalities of the State of Florida and other state entities within the Federal Government; and

WHEREAS, PDM is a competitive grant program which provides financial assistance to local governmental entities for projects designed to mitigate for floods and other potential hazards that threaten communities, and

WHEREAS, Bernstein Park has played a pivotal role in recovery efforts following major storm events as staging for disaster relief efforts, debris management and an emergency backup helipad, and

WHEREAS, Monroe County is able to serve as a local sponsor and has the ability to provide the local funding share necessary to implement the PDM Program in which the County elects to participate; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY AS FOLLOWS:

Section 1: The Board of County Commissioners of Monroe County supports the Redevelopment of Bernstein Park project.

Section 2: The Board of County Commissioners of Monroe County supports the PDM Program, for which funding is requested from the Federal Emergency Management Agency through the Florida Division of Emergency Management.

Section 3: The Board of County Commissioners of Monroe County affirms its ability to serve as local sponsor for such projects and is able to provide the appropriate local funding share to implement land and water conservation fund program projects of the Federal Emergency Management Agency.

Section 4: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 23rd day of March, 2016.

Mayor Heather Carruthers	_____
Mayor Pro Tem George Neugent	_____
Commissioner Danny Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 3-8-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: Public Works/Engineering

Bulk Item: Yes X No ___ Department: Facilities Maintenance

Staff Contact Person/Phone #: Kevin Wilson

AGENDA ITEM WORDING: Approval of Fourth Amendment to Lease Agreement with Tropical Watersports. LLC.(Tropical), a water sports equipment rental vendor on Clarence S. Higgs Memorial Beach, to adjust for the CPI-U for the prior 12 months ending December 2015 of .7%.

ITEM BACKGROUND: The current Lease Agreement with Tropical provides that the fees paid by Tropical will be adjusted annually in an amount equal to the CPI-U for the preceding 12 months. Tropical will increase revenue payments made to the County from $2,116.80/month to $2,131.63/month plus sales and usage tax, or 10% of gross revenue, whichever is greater.

PREVIOUS RELEVANT BOCC ACTION: On April 15 2009, the BOCC approved the Lease Agreement with Tropical., On October 21, 2009, the BOCC approved an amendment to the Lease Agreement to provide additional booth areas. . On January 20, 2012, the BOCC approved a Second Amendment to the Lease Agreement to reduce the lease area and booths and amend the rental and fees adjusted in an amount equal to the CPI-U for the preceding 12 months and extend the Term of the Lease Agreement to 6 years with one additional (3) year period optional renewal. On March 18, 2015, the BOCC approved a Third Amendment to the Lease Agreement to extend the Lease Agreement for three years with a CPI-U of .8% as of December 31, 2014.

CONTRACT/AGREEMENT CHANGES: To adjust the rental and fee to an increase by .7% CPI-U (12 months ended December 2015). Tropical will increase revenue payments made to the County from $2,116.80/month to $**2,131.63**/month plus sales and usage tax, or 10% of gross revenue, whichever is greater.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $ Revenue **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes X No _ **AMOUNT PER MONTH** $2,131.63 **Year** $25,579.56
10% of gross proceeds whichever is greater

APPROVED BY: County Atty 2-26-16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT/LEASE SUMMARY

Contract/Lease with: Tropical Watersports,. LLC

Contract #: _____

Effective Date: 04/15/16

Expiration Date: 04/14/18

Contract/Lease Purpose/Description:
Amendment to lease renewal agreement adjusting the monthly revenue payments by the CPI-U for the prior 12 months ending December 2015 of .7% for equipment rental concessions at Higgs Beach, Key West.

Contract Manager: Alice Steryou (Name) | 4549 (Ext.) | Facilities Maint/Stop #1 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline: 03/08/16

CONTRACT/LEASE COSTS / **REVENUE**

Total Dollar Value of Contract: $ $25,579.56/yr **REVENUE** Current Year Portion: $2,131.63/mo or 10% of gross proceeds

Budgeted? Yes ☐ No ☐ Account Codes: 001 - 362001 SG - ____ - ____-____-____-____-____

Grant: $ N/A ____-____-____-____-____

County Match: $ N/A ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

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

CONTRACT/LEASE REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3/3/16	Yes ☐ No ☑		3/3/16
Risk Management	2-27-16	Yes ☐ No ☑	M Sleeper	2-27-16
O.M.B./Purchasing	2/26/16	Yes ☐ No ☑	MWelson	3/2/16
County Attorney	2/26/16	Yes ☐ No ☒	Chris Ambrosini	2/26/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

FOURTH AMENDMENT TO LEASE AGREEMENT
HIGGS BEACH CONCESSION
TROPICAL WATERSPORTS, LLC

This Fourth Amendment to Lease Agreement is made and entered into on the 23rd day of March, 2016 by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY or LESSOR", whose address is 1100 Simonton Street, Key West, Florida, 33040, and TROPICAL WATERSPORTS, LLC., hereinafter referred to as "LESSEE" or "TENANT" whose address is 1620 Rose Street, Key West, Florida 33040.

WHEREAS, on April 15, 2009, the parties entered into a Lease Agreement for the LESSEE's use of LESSOR's property in return for monthly payment fees ("Lease Agreement"); and

WHEREAS, on October 21, 2009, the parties entered into a First Amendment to the Lease Agreement to provide LESSEE additional concession booth areas; and

WHEREAS, on January 20, 2012, the parties entered into a Second Amendment to the Lease Agreement to reduce the leased area and booths, and amend the rental and fees amounts; and

WHEREAS, on March 18, 2015, the parties entered into a Third Lease Amendment and Renewal Agreement to extend the terms of the Lease Agreement for three years and amend rental and fees with an annual CPI-U adjustment; and

WHEREAS, the parties desire to amend the Lease Agreement to adjust annually the CPI-U as of December 31, 2015 in the amount of .7%.

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 3 of the Lease Agreement is amended to read:

3. **Rental and Fees.** In return for the privilege of using the designated portions of Clarence S. Higgs Memorial Beach, LESSEE shall make monthly payments of rent to LESSOR as follows:

a. 10% of its total gross proceeds or $1,015.06 per month plus sales and usage tax, whichever is greater, for the beach chair and umbrella rentals; and

b. 10% of its total gross proceeds or $1,015.06 per month plus sales and usage tax, whichever is greater, for the kayak, sailboat, daysailer, snorkel equipment, longboard, aqua ball, paddle board, paddle board and other water related equipment rentals; and

c. 10% of its total gross proceeds or $101.51 per month plus sales and usage tax, whichever is greater, of the locker rental proceeds.

Except as set forth above, in all other respects, the terms and conditions of the Lease Agreement as amended not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Fourth Amendment to Lease Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
Mayor/Chairman

WITNESSES

Johnnie Yongue
Printed Name

Signature

3-3-16
Date

Chris Rivera
Printed Name

Signature

3/3/16
Date

Tropical Watersports, LLC

Christopher J. Lenbo
Printed Name

Signature

Title: Mbr

Date: 3/2/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 2/26/16

COPY

C-24

THIRD LEASE AMENDMENT AND RENEWAL AGREEMENT
HIGGS BEACH CONCESSION
TROPICAL WATERSPORTS, LLC

This Third Lease Amendment and Renewal Agreement is made and entered into on the 18th day of March, 2015 by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY or LESSOR", whose address is 1100 Simonton Street, Key West, Florida, 33040, and TROPICAL WATERSPORTS, LLC., hereinafter referred to as "LESSEE" or "TENANT" whose address is 3635 Seaside Dr. #301, Key West, Florida 33040.

WHEREAS, on the 15th day of April, 2009, the parties entered into an agreement for the use of property more particularly described in exhibit "A", hereafter original agreement. A copy of the original agreement is attached to this renewal agreement and made a part of it; and

WHEREAS, on the 21st day of October, 2009, the parties entered into the first amendment to the agreement for purposes of providing additional booth areas for LESSEE and amending exhibit "A" which depicted the leased areas; and

WHEREAS, on the 20th day of January, 2012, the parties entered into the second amendment to the agreement reducing and relocating the leased area, amending the rental and fees; and

WHEREAS, the original agreement as amended was for a term of three years with an optional (1) three year renewal option, the parties desire to renew the original agreement as amended for one (3) year term; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:

   2. **Term.** The term of this renewal agreement is for three (3) years commencing on April 15, 2015.

2. Paragraph 3 of the original agreement is amended to read:

   3. **Rental and Fees.** In return for the privilege of using the designated portions of Clarence S. Higgs Memorial Beach, LESSEE shall make monthly payments of rent to LESSOR as follows:

      a. 10% of its total gross proceeds or $1,008.00 per month plus sales and usage tax, whichever is greater, for the beach chair and umbrella rentals; and

      b. 10% of its total gross proceeds or $1,008.00 per month plus sales and usage tax, whichever is greater, for the kayak, sailboat, daysailer, snorkel equipment, longboard, aqua ball, paddle board, paddle board and other water related equipment rentals; and

c. 10% of its total gross proceeds or $100.80 per month plus sales and usage tax, whichever is greater, of the locker rental proceeds.

d. Rental and fees shall be adjusted annually in an amount equal to the CPI-U for the preceding 12 calendar months.

e. LESSEE shall, in arrears, include a copy of LESSEE's previous month's Florida Department of Revenue Sales and Use Tax Form DR-15 with LESSEE's monthly payments evidencing LESSEE's gross proceeds for the previous month.

Payments shall be made on or before the fifteenth day of the month following the month payment is due. Payment should be directed to the Monroe County Finance Dept., P.O. Box 1980, Key West, Florida 33040. Rent shall be paid in equal monthly installments, all of which shall be due and payable on or before the fifteenth day of each calendar month during which this lease is in effect. Upon the failure of LESSEE to pay any installments when due, the LEESOR will be entitled to charge and collect, and LESSEE will be obligated to pay, a late fee of two percent (2%) of any such amount, if paid within thirty (30) days of the date due, and five percent (5%) of any such amount, not paid within thirty (30) days of the date due. Such late fees will be in addition to the amount of rent due. The acceptance by the COUNTY of the overdue rental installment plus applicable late fees shall cure what would otherwise constitute a default by LESSEE under the terms of this lease. The COUNTY, at its option, however, may refuse a proffered overdue rental installment and late fees, declare a default, and proceed according to paragraph 4 of this lease. In the event that any check, draft, or negotiable instrument by which LESSEE has tendered any rent payment is returned to the COUNTY and not honored, whether for insufficient funds or other reason, the COUNTY will be entitled to charge and collect, in addition to any applicable late payment fees as provided above, a fee of Twenty-five Dollars ($25.00) for such dishonored instrument. Such penalty fee shall also be in addition to the amount of rent due. The acceptance by the COUNTY of the rental payment plus any applicable late fee and penalties following the receipt of a dishonored instrument shall cure what would otherwise constitute a default under the terms of this lease. The COUNTY, at its option, however, may refuse any proffered rental installment and applicable late fees and penalties, declare a default, and proceed according to paragraph 4 of this lease.

Except as set forth in paragraphs one and two of this Third Lease Renewal and Amendment Agreement, in all other respects, the terms and conditions of the April 15, 2009 original agreement, October 21, 2009 and October 19, 2012 renewal, not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

(SEAL)
ATTEST: AMY HEAVILIN, CLERK
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
Mayor/Chairman

WITNESSES

Johnnie Vongue
Printed Name

_____
Signature

3-5-2015
Date

Tropical Watersports, LLC

_____

Title: Managing member

Date: 3/5/15

Brianne Erickson
Printed Name

_____
Signature

3/5/15
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/2/15

February 24, 2015

Monroe County Board of Commissioners

Key West, FL 33040

Ladies and Gentlemen,

Pursuant to the Lease Agreement dated 1/20/2012 between Monroe County and Tropical Watersports, LLC (the "Lease") I am notifying the Board that I will be renewing the Lease pursuant to the terms outlined in Lease.

December 31, 2014 CPI adjustment of .08%

Thank You,

Christopher J. Lembo, Managing Member

Tropical Watersports, LLC

COPY

FILED FOR RECORD
2012 JAN 23 PM 1:08

LEASE RENEWAL AGREEMENT
HIGGS BEACH CONCESSION
TROPICAL WATERSPORTS, LLC

This Agreement is made and entered into on the ~~19th~~ 20th day of ~~October, 2011,~~ January, 2012 by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY or LESSOR", whose address is 1100 Simonton Street, Key West, Florida, 33040, and TROPICAL WATERSPORTS, LLC., hereinafter referred to as "LESSEE" or "TENANT" whose address is 3635 Seaside Dr. #301, Key West, Florida 33040.

WHEREAS, on the 15th day of April, 2009, the parties entered into an agreement for the use of property more particularly described in exhibit "A", hereafter original agreement. A copy of the original agreement is attached to this renewal agreement and made a part of it; and

WHEREAS, on the 21st day of October, 2009, the parties entered into the first amendment to the agreement for purposes of providing additional booth areas for LESSEE and amending exhibit "A" which depicted the leased areas: and

WHEREAS, LESSEE no longer needs the additional booth areas and the parties have agreed to reduce and relocate LESSEE's leased areas and amend exhibit "A"; and

WHEREAS, the original agreement was for a term of three years with two (1) year renewal options, however the parties desire to renew the original agreement for 6 years; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Exhibit A of the original agreement is hereby replaced with the attached Exhibit A dated September 27, 2011.

2. Paragraph 1 of the original agreement is amended to read:

   1. **Premises.** The COUNTY does hereby lease to LESSEE, and LESSEE does hereby lease from COUNTY a portion of Clarence S. Higgs Memorial Beach, Key West, Florida as evidenced by the areas numbered 1, 2 and 3 on the drawing marked "EXHIBIT A" dated 9/27/2010, which is attached hereto and made a part hereof.

3. Paragraph 2 of the original agreement is amended to read:

   2. **Term.** The initial term of this renewal agreement is for three (3) years beginning on April 15, 2012. LESSEE may exercise an option to renew this agreement for one (1) additional three (3) year period with the written approval of the Board of County Commissioners. LESSEE shall submit a request in writing, at least 60 days prior to the current term, to the Board of County Commissioners requesting the renewal.

4. Paragraph 3 of the original agreement is amended to read:

   3. **Rental and Fees.** In return for the privilege of using the designated portions of Clarence S. Higgs Memorial Beach, LESSEE shall make monthly payments of rent to LESSOR as follows:

a. 10% of its total gross proceeds or $1,000.00 per month plus tax, whichever is greater, for the beach chair and umbrella rentals; and

b. 10% of its total gross proceeds or $1,000.00 per month plus tax, whichever is greater, for the kayak, sailboat, daysailer, snorkel equipment, longboard, aqua ball, paddle board, paddle board and other water related equipment rentals; and

c. 10% of its total gross proceeds or $100.00 per month plus tax, whichever is greater, of the locker rental proceeds.

d. Rental and fees for the initial term of 3 years shall be as set forth in subparagraphs 3a., 3b. and 3c. above thereafter rental and fees shall be adjusted annually in an amount equal to the CPI-U for the preceding 12 months.

Payments shall be made on or before the fifteenth day of the month following the month payment is due. Payment should be directed to the Monroe County Finance Dept., P.O. Box 1980, Key West, Florida 33040.

5. Subparagraph 5f. of the original agreement is deleted in its entirety.

6. Subparagraph 5j. of the original agreement is amended to read:

J. This agreement is limited to rentals of beach chairs, umbrellas, kayaks, 14 and 16 foot sailboats, sunfish daysailers, snorkel equipment, longboards, aqua balls, paddle boards, paddle boats and such other water related equipment. LESSEE may also offer concierge services and sell local art, t-shirts and other similar souvenirs. NO OTHER SERVICE MAY BE PROVIDED WITHOUT THE WRITTEN CONSENT OF THE COUNTY.

7. Subparagraph 6d. is deleted in its entirety.

Except as set forth in paragraphs one, two, three, four, five, six and seven of this Lease Renewal Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Mayor/Chairman 1/19/12

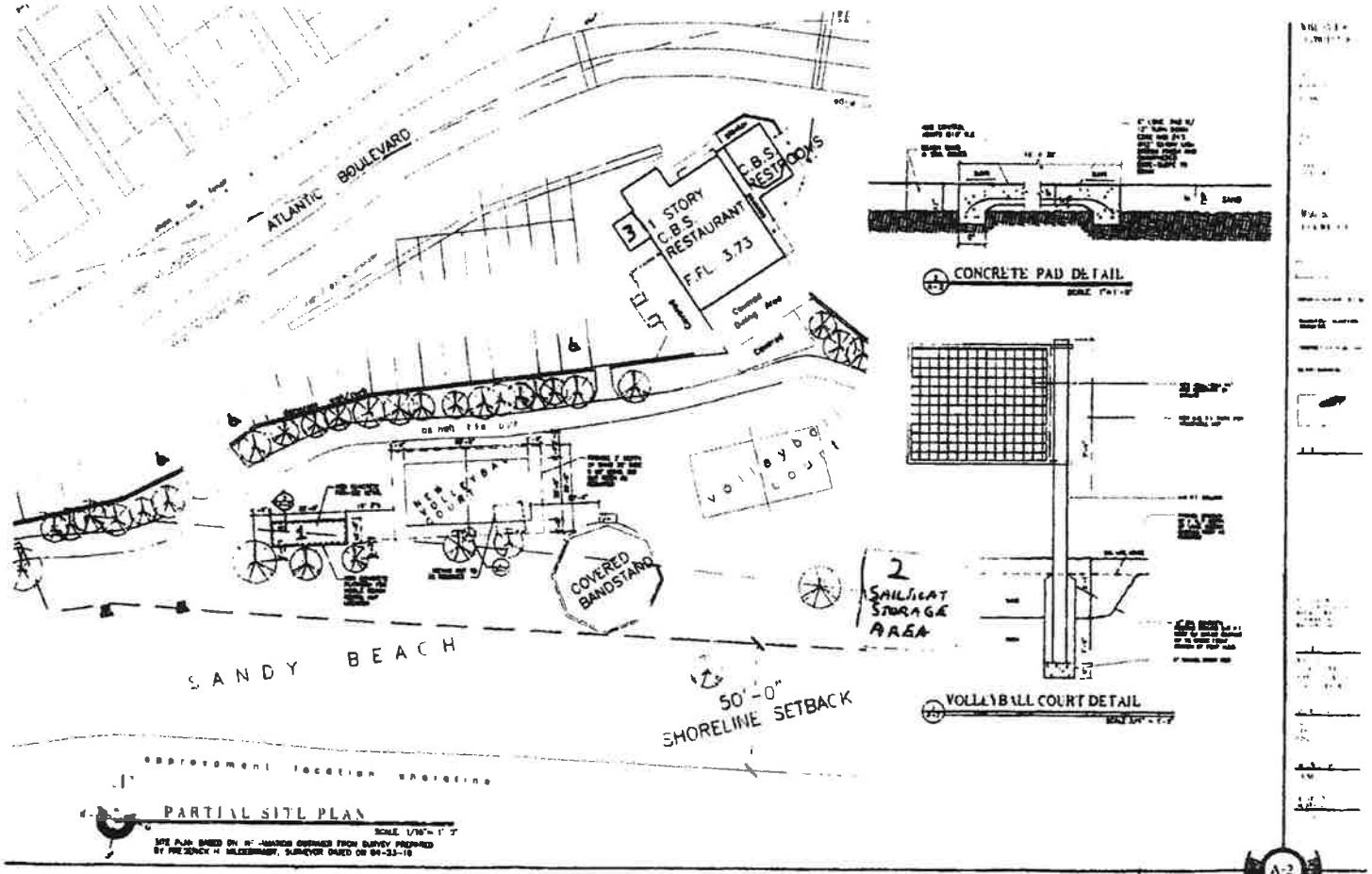
WITNESSES

Tropical Watersports, LLC

Title: MGRM

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 12/11/11



CLARENCE HIGGS BEACH
VOLLEYBALL COURT & HLT SLAB LOCATION

EX "A" 5/27

A-2

COPY

FIRST LEASE AMENDMENT
HIGGS BEACH CONCESSIONS
TROPICAL WATERSPORTS, LLC

THIS FIRST LEASE AMENDMENT (hereinafter "Amendment") is made and entered into by and between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereinafter referred to as "COUNTY" or "LESSOR" and **TROPICAL WATERSPORTS, LLC.,** whose address is 1002 Fleming Street, Key West, Florida, 33040 hereinafter referred to as "TENANT "or "LESSEE".

WHEREAS, the parties hereto did on April 15, 2009 enter into a Lease Agreement for Higgs Beach Concessions; and

WHEREAS, the LESSEE wishes to add booths to areas #2 and #5 necessitating clarification on the drawing evidencing areas 1, 2, 3, 4, 5 and 6, the designated areas of use, on "Exhibit A", and

WHEREAS, the parties have found the original Lease Agreement to be mutually beneficial: and

WHEREAS, both parties desire to amend the original Lease Agreement,

NOW, THERFORE, in consideration of the premises and of the mutual covenants set forth below, the parties agree as follows:

FILED FOR RECORD
2010 JAN 29 AM 11:48
DANNY L. KOLHAGE CIR. CT.
MONROE COUNTY, FL

Section 1. Paragraph 1, Premises, of the original lease is amended to read as follows:

1. **Premises**. The COUNTY does hereby lease to LESSEE, and LESSEE does hereby lease from the COUNTY a portion of Clarence S. Higgs Memorial Beach, Key West, Florida as evidenced by the areas numbered 1, 2, 3, 4, 5 and 6 on the drawing marked "Exhibit A Amended", which is attached hereto and made a part hereof.

Section 2. In all other respects, the original Lease Agreement dated April 15, 2009 remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this lease to be executed this 21st day of October, 2009.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By Isabel C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Neugent
Mayor George Neugent

MONROE COUNTY
APPROVED AS TO FORM
BOB MERCADO
COUNTY ATTORNEY
Date 10/6/09

WITNESSES:

Kay Chatters

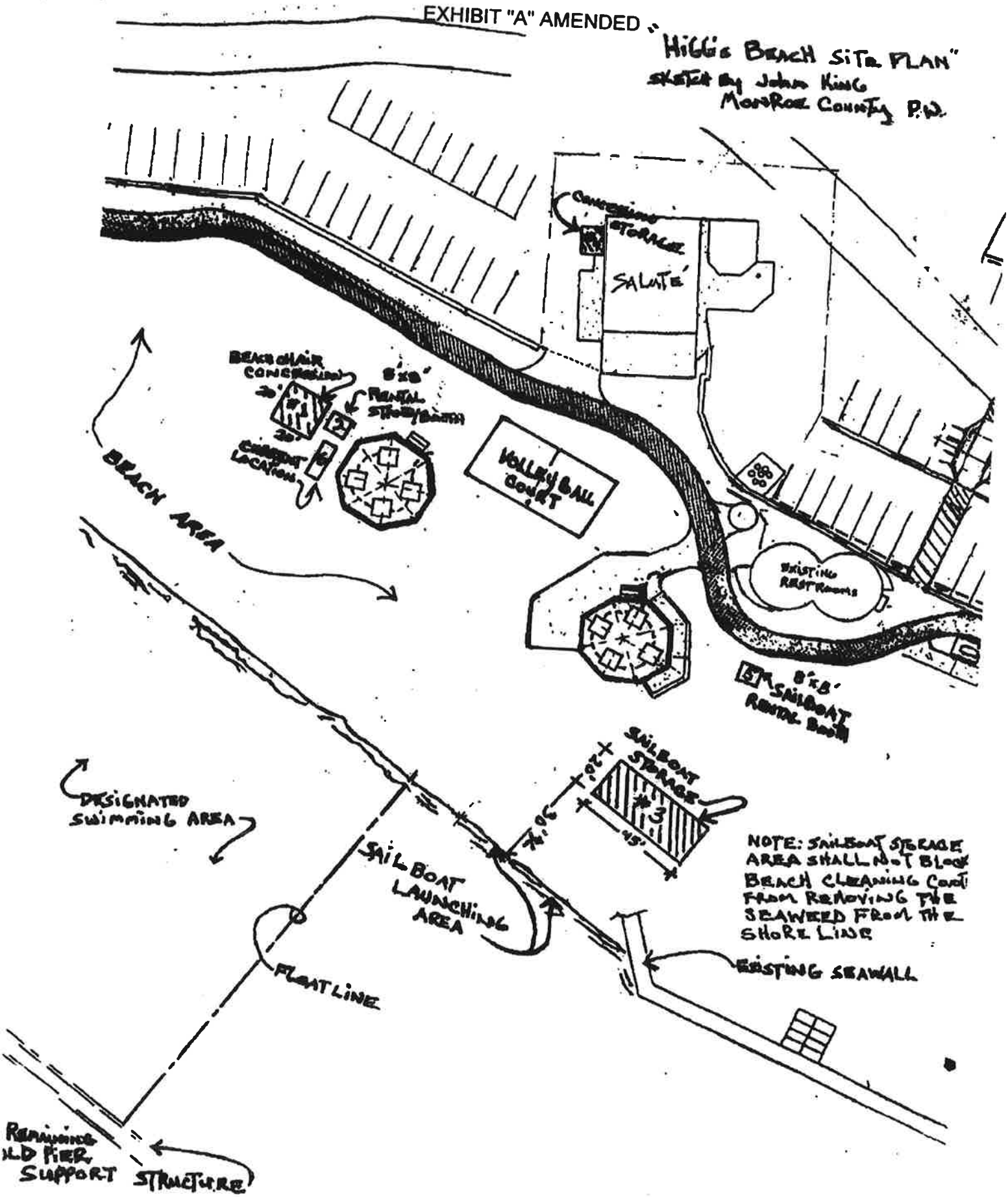
Helen Cordon

TROPICAL WATERSPORTS , LLC.

By

DOLORES PADRON
Comm# DD0714188
Expires 1/2/2012

EXHIBIT "A" AMENDED



COPY

LEASE AGREEMENT
HIGGS BEACH CONCESSIONS
TROPICAL WATERSPORTS, LLC

THIS CONTRACT OF LEASE is made and entered into by and between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereinafter referred to as "COUNTY" or "LESSOR" and **TROPICAL WATERSPORTS, LLC.,** whose address is 1002 Fleming Street, Key West, Florida, 33040 hereinafter referred to as "TENANT "or "LESSEE" this 15th day of April, 2009.

WHEREAS, the LESSOR desires to grant to LESSEE a non-exclusive right to maintain and operate a concession on the beach for purposes of renting beach chairs, umbrellas, kayaks, sailboats, and daysailers; and

WHEREAS, the LESSOR and LESSEE desire, in connection with said operations, to provide for the leasing by LESSOR to LESSEE of certain space at Clarence S. Higgs Memorial Beach;

NOW, THERFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, COUNTY does hereby grant and lease unto LESSEE and LESSEE does hereby lease from COUNTY, certain premises, rights and privileges as follows, to wit:

1. **Premises**. The COUNTY does hereby lease to LESSEE, and LESSEE does hereby lease from the COUNTY a portion of Clarence S. Higgs Memorial Beach, Key West, Florida as evidenced by the areas numbered 1, 2, 3, 4, 5 and 6 on the drawing marked "Exhibit A", which is attached hereto and made a part hereof.

2. **Term.** The term of this lease is for three (3) years beginning on April 15, 2009. LESSEE may exercise an option to renew this lease for two (2) additional one (1) year periods with the written approval of the Board of County Commissioners. LESSEE shall submit a request in writing, at least 60 days prior to expiration of the then current term, to the Board of County Commissioners requesting the renewal.

3. **Rental and Fees.** In return for the privilege of using the designated portions of Clarence S. Higgs Memorial Beach, LESSEE shall make monthly payments of rent to LESSOR as follows:

a. 10% of its total gross proceeds or $500.00 per month, whichever is greater, for the beach chair and umbrella rentals; and

b. 10% of its total gross proceeds or $1,000.00 per month, whichever is greater, for the kayak, sailboat, and daysailer rentals.

Payment shall be made on or before the fifteenth day of the month following the month payment is due. Payment should be directed to the Monroe County Finance Dept., P.O. Box

1980, Key West, Florida. 33040. The first payment shall be due May 15, 2009. Rent shall be paid in equal monthly installments, all of which shall be due and payable on or before the fifteenth day of each calendar month during which this lease is in effect. Upon the failure of LESSEE to pay any installments when due, the LEESOR will be entitled to charge and collect, and LESSEE will be obligated to pay, a late fee of two percent (2%) of any such amount, if paid within thirty (30) days of the date due, and five percent (5%) of any such amount, not paid within thirty (30) days of the date due. Such late fees will be in addition to the amount of rent due. The acceptance by the COUNTY of the overdue rental installment plus applicable late fees shall cure what would otherwise constitute a default by LESSEE under the terms of this lease. The COUNTY, at its option, however, may refuse a proffered overdue rental installment and late fees, declare a default, and proceed according to paragraph 4 of this lease. In the event that any check, draft, or negotiable instrument by which LESSEE has tendered any rent payment is returned to the COUNTY and not honored, whether for insufficient funds or other reason, the COUNTY will be entitled to charge and collect, in addition to any applicable late payment fees as provided above, a fee of Twenty-five Dollars ($25.00) for such dishonored instrument. Such penalty fee shall also be in addition to the amount of rent due. The acceptance by the COUNTY of the rental payment plus any applicable late fee and penalties following the receipt of a dishonored instrument shall cure what would otherwise constitute a default under the terms of this lease. The COUNTY, at its option, however, may refuse any proffered rental installment and applicable late fees and penalties, declare a default, and proceed according to paragraph 4 of this lease.

4. **Termination.** This Agreement may be terminated at the discretion of the LESSOR in the following circumstances:

- **a.** LESSEE fails to pay the rent when due;
- **b.** LESSEE fails to obtain the insurance required under this lease or allows the required insurance coverage to lapse or fall below the minimum required;
- **c.** LESSEE otherwise breaches the terms of this lease.

Unless the LESSOR has accepted in writing a delay in performance of duties, the failure to perform said duties shall constitute a default under the terms of this agreement. In the case of default/breach, the County's Director of Facilities Maintenance shall first give the LESSEE a written notification stating the default/breach and that Lessee has 10 days to correct the default/breach. If the LESSEE has not commenced correction of the default/breach at the end of the 10 days, then the LESSOR may terminate the lease in its discretion. If it shall be necessary to employ the services of an attorney in order to enforce its rights under this Agreement, the LESSOR shall be entitled to reasonable attorney's fees. Waiver of a default in any particular month shall not bind the LESSOR to forego the provisions of this paragraph and any subsequent default shall be grounds for termination.

5. **LESSEE'S OBLIGATION:** LESSEE covenants and agrees:

- **a.** To pay the LESSOR the rent at the times and in the manner provided by this lease.
- **b.** To continue to maintain current City and County Occupational Licenses, as required, during the period of the lease.

c. That LESSEE's concession will not interfere with beach cleaning.

d. LESSEE will conduct its operations in a businesslike manner at all times, and will keep the leased premises free of trash and debris left in the area of the concession by the public.

e. All rental equipment will be maintained in good working condition.

f. Lessee agrees to recondition and maintain the line of floats which extends from near the beach to the ocean end of Reynolds Street Pier to keep the sailboats and sailboards separated from the swimming area for the period of this lease.

g. To make no improper or offensive use of said premises, and to permit the LESSOR or its agents to inspect the leased premises at all reasonable times for the purpose of viewing the condition thereof.

h. Beach hours are from 6:00 a.m. until 11:00 p.m. Business hours to be determined by agreement between LESSOR'S DIRECTOR OF FACILITIES MAINTENANCE and LESSEE.

i. Premises, as a portion of Higgs Beach, are as evidenced by the attached drawing marked Exhibit A and numbered 1, 2, 3, 4, 5 and 6 which is attached hereto and made a part thereof in the Lease Agreement.

j. This agreement is limited to rentals of beach chairs, umbrellas, kayaks, 14 and 16 foot sailboats, sunfish daysailers, snorkel equipment, longboards, and such other water related equipment. Lessee may also offer concierge services and sell local art, t-shirts and other similar souvenirs. NO OTHER SERVICE MAY BE PROVIDED WITHOUT THE WRTITEN CONSENT OF THE COUNTY.

k. LESSEE shall procure and maintain Commercial General Liability insurance. Coverage must include $500,000 combined single limit. Monroe County Board of County Commissioners must be specifically included as an additional insured and certificate holder.

l. LESSEE shall obtain Worker's Compensation insurance with limits sufficient to respond to Florida Statute 440 or provide documentation to the County evidencing LESSEE's exemption.

m. To comply with LESSOR's reasonable requests as to deployment and/or removal of LESSEE'S rental offerings.

6. **LESSOR'S OBLIGATIONS:** LESSOR covenants and agrees:

a. LESSEE shall be permitted to maintain the rental booths for operation of the concession as depicted in Exhibit A numbers 2 and 5. Upon termination of this lease, LESSEE shall remove said structures and return the premises to the condition at the beginning of the lease term. Should LESSEE fail to remove the structures within thirty (30) days of lease termination, LESSOR shall have the right to remove said structures and charge LESSEE for the costs of removal, or to retain said structures for its own use.

b. LESSOR is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this lease; and

c. Throughout the term hereof, LESSEE may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by LESSOR or its obligation herein.

d. To perform the initial installation of the line of floats which extends from near the beach to the ocean end of Reynold's street pier.

7. **Books, Records and Documents.** LESSEE shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their 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 four years following the termination of this Agreement.

8. **Governing Law, Venue, Interpretation.** Governing Law, Venue, Interpretation, Costs, and Fees: 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 LESSOR and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The LESSOR and LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

9. **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. The LESSOR and LESSEE 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.

10. **Attorney's Fees and Costs.** The LESSSOR and LESSEE agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

11. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

12. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

13. Claims for Federal or State Aid. LESSOR and LESSEE agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

14. Adjudication of Disputes or Disagreements. LESSSOR and LESSEE 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 no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. 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.

15. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, LESSOR and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. LESSOR and LESSEE specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

16. Nondiscrimination. LESSEE agrees 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. LESSEE agrees 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as

amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

17. Covenant of No Interest. LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

18. Code of Ethics. LESSOR agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

19. No Solicitation/Payment. The LESSOR and LESSEE warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the LESSEE agrees that the LESSOR shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20. Public Access. The LESSOR and LESSEE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LESSOR and LESSEE in conjunction with this Agreement; and the LESSOR shall have the right to unilaterally cancel this Agreement upon violation of this provision by LESSOR.

21. Assignment and Subletting: It is agreed by the parties hereto that Lessee may elect to sub-lease or assign this Lease Agreement only upon written consent of the Monroe County Board of County Commissioners, which shall not be unreasonably withheld. All terms of this Lease Agreement shall be binding on the heirs, executors, administrators, sub-lessees and assigns of Lessee.

22. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the LESSOR and the LESSEE in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability

coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

23. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

24. Notices: Any notice of communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by Certified Mail, with proper postage fees prepaid, addressed to the party for whom intended, at the following address:

LESSOR: Monroe County Administrator
1100 Simonton Street
Key West, Florida 33040

LESSEE: Tropical Watersports, LLC
c/o Francis Gonzon
1002 Fleming Street
Key West, Florida 33040

25. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

26. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and the LESSEE agree that neither the LESSOR nor the LESSEE or any agent, officer, or employee of either 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.

27. Attestations. LESSEE agrees to execute such documents as the LESSOR may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. **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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

29. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

30. **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.

31. **Federal, State and Local Law.** The company shall comply with all federal, state, county and local laws, ordinances, rules and regulations now and hereafter in force which may be applicable to the operation of its business at the Clarence S. Higgs Memorial Beach, including the minimum standards for fixed base operators, as amended from time to time.

32. **Mutual Review.** This agreement has been carefully reviewed by LESSEE and LESSOR, therefore this agreement is not to be construed against either party on the basis of authorship.

33. **Indemnification/Hold Harmless.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, LESSEE shall defend, indemnify and hold the LESSOR and the LESSOR's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, and (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of LESSEE or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of LESSEE or any of its employees, agents, contractors or other invitees, or (C) LESSEE's default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the LESSOR or any of its employees, agents, contractors or invitees (other than LESSEE). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this lease, this section will survive the expiration of the term of this lease or any earlier termination of this lease

IN WITNESS WHEREOF, the parties have caused this lease to be executed this 15th day of April, 2009.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

WITNESSES:

_____

_____

TROPICAL WATERSPORTS , LLC.

By _____

Title _____

Telephone: 305-542-7885

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 4/8/09

FILED FOR RECORD
2009 APR 16 AM 10:49
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

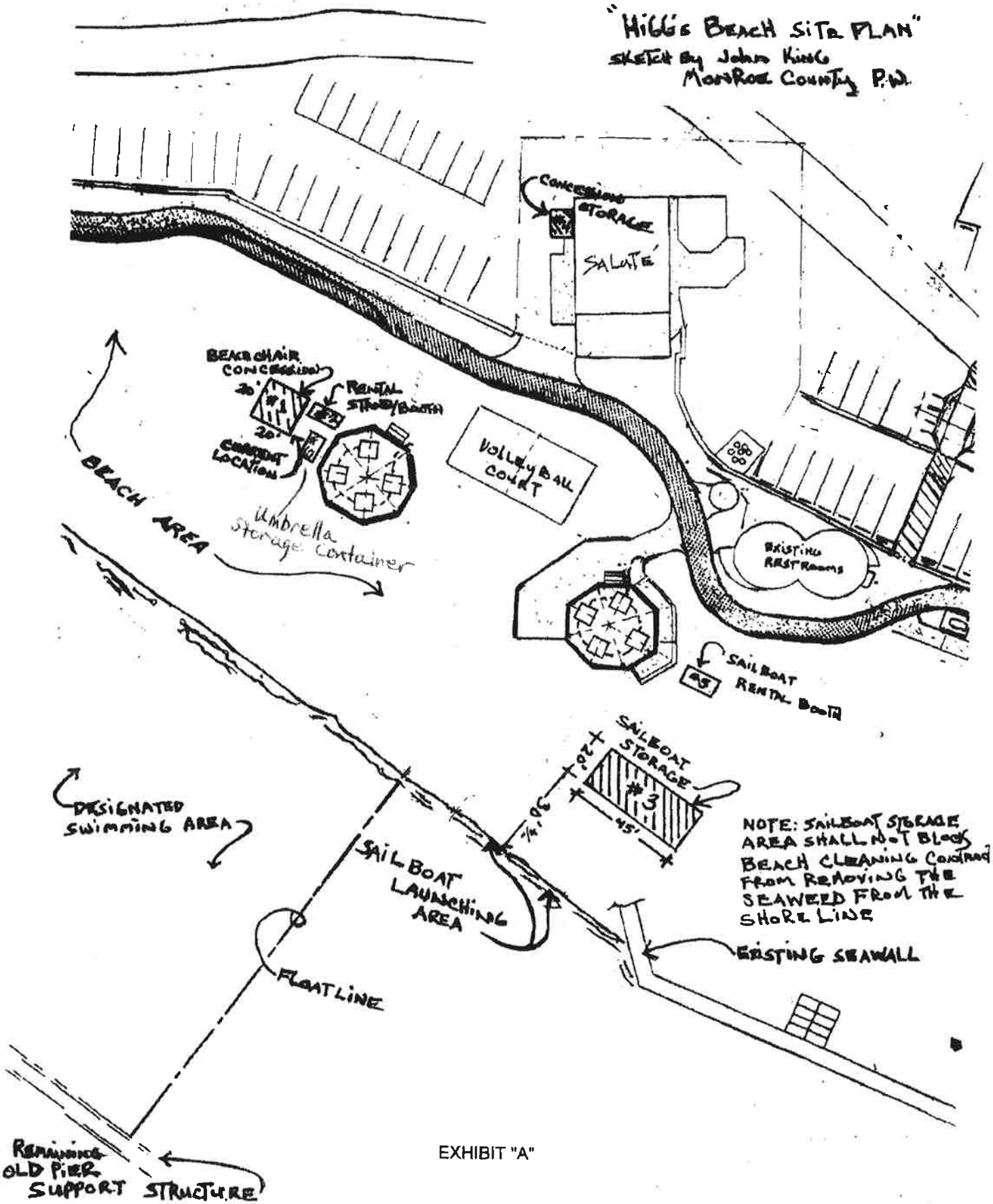

"Higgs Beach Site Plan"
Sketch By John King
Monroe County P.W.
Concessions Storage
Salute'
Beach Chair Concession
#1
20'
20'
Rental Stand/Booth
#2
#4
Current Location
Beach Area
Umbrella Storage Container
Volley Ball Court
Existing Restrooms
#5
Sail Boat Rental Booth
Sailboat Storage
#3
20'
45'
30'
Designated Swimming Area
Sail Boat Launching Area
Float Line
Note: Sailboat Storage Area shall not block Beach Cleaning Contract from removing the seaweed from the shore line
Existing Seawall
Remaining Old Pier Support Structure

EXHIBIT "A"

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Facilities Maintenance

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Doug Sposito x4416

AGENDA ITEM WORDING: Approval of corrected Third Amendment to Agreement with Stockton Maintenance Group, Inc. (SMG), for janitorial services, to correct two scrivener's errors in the written amount of monthly fees.

ITEM BACKGROUND: Two scrivener's errors in the written amount of monthly fees were incorrectly written in the Third Amendment to Agreement with SMG, for janitorial services at the May Hill Russell Library (Page 6, Section 2.a.) and Department of Juvenile Justice Building – Second Floor (Page 6, Section 2.b.). The numerical dollar amounts were correct. This corrected Third Amendment cures the two scrivener's errors so that the written amounts match the numerical dollar amounts.

PREVIOUS RELEVANT BOCC ACTION: On February 10, 2016, the BOCC approved the Third Amendment to Agreement with SMG for janitorial services, to add day porter janitorial services at the Harvey Government Center (excluding the Tax Collector's Office Areas) (Page 6, Section 2.c.) and the Monroe County Social Services Key West Nutrition Site (Page 6, Section 2.d.), which contained the two scrivener's errors.

CONTRACT/AGREEMENT CHANGES: Corrects two scrivener's errors in the written amount of monthly fees at (Page 6, Section 2.a. and 2.b.).

STAFF RECOMMENDATIONS: **Approval.**

TOTAL COST: $ 89,750.28/yr **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: N/A **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes _ No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty CA 2-25-16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required __

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Stockton Maint. Group (SMG)
Contract #
Effective Date: March 1, 2016
Expiration Date: October 31, 2016

Contract Purpose/Description:
Corrected Third Amendment to Agreement with SMG that adds daily day porter janitorial services, at the Harvey Government Center (excluding the Tax Collector's Office areas) and the Monroe County Social Services Key West Nutrition Site, and which corrects two scrivener's errors that were at Page 6, Sections 2.a. and 2.b.

Contract Manager: Alice Steryou (Name) 305 292-4549 (Ext.) PW Facilities Stop #1 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline: 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 89,750.28/yr $7,479.19/mo
Current Year Portion: $ 52,354.33

Budgeted? Yes ☒ No ☐
Account Codes: 001-20501-530340
101-20505-530340
Grant: $ N/A
County Match: $ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A (Not included in dollar value above)
For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Dept Head ~~Division Director~~	3/3/16	Yes ☐ No ☑	M Sluss	3/3/16
Risk Management	2-27-16	Yes ☐ No ☑		2-27-16
O.M.B./Purchasing	2/26/16	Yes ☐ No ☑		3/2/16
County Attorney	2/25/16	Yes ☐ No ☑	Chris Ambrose	2/25/16

Comments:

OMB Form Revised 2/27/01 MCP #2

THIRD AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES
MAY HILL RUSSELL LIBRARY AND
DEPARTMENT OF JUVENILE JUSTICE BUILDING-SECOND FLOOR

This Third Amendment to Agreement for Janitorial Services, May Hill Russell Library and Department of Juvenile Justice Building- Second Floor ("Agreement") is made and entered into this _____day of _____ 2016, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, 1100 Simonton Street, Key West, Florida 33040, and STOCKTON MAINTENANCE GROUP, INC. ("CONTRACTOR"), a *Florida Corporation*, 1975 Sansbury's Way, Suite #116, West Palm Beach, Florida 33411.

WHEREAS, on October 15, 2014, the parties entered into the Agreement for the CONTRACTOR to provide janitorial services at the May Hill Russell Library and the Department of Juvenile Justice Building- Second Floor ("DJJ Building"); and

WHEREAS, on January 21, 2015, the parties agreed to a First Amendment to the Agreement to change the CONTRACTOR's scope of work at the DJJ Building and incorporate Addendum No. 3 of the bid documents into the Agreement; and

WHEREAS, on October 21, 2015, the parties entered into a First Renewal, Second Amendment to the Agreement, to renew the original Agreement and adjust the terms in accordance with the CPI-U; and

WHEREAS, the parties have found the Agreement, Amendments and Renewal Agreement to be mutually beneficial; and;

WHEREAS, CONTRACTOR desires and is able to provide day porter janitorial services for the COUNTY at additional locations in Key West, specifically at the Harvey Government Center (excluding the Tax Collector Office areas) and the Monroe County Social Services Key West Nutrition Site; and

WHEREAS, this Third Amendment serves to amend the Agreement to incorporate and include the CONTRACTOR's scope of services to be provided at the Harvey Government Center (excluding the Tax Collector Office areas) and the Monroe County Social Services Key West Nutrition Site;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the Agreement as follows:

1. SCOPE OF THE WORK shall be amended to incorporate and include the following additional COUNTY facilities and CONTRACTOR's services:

HARVEY GOVERNMENT CENTER (excluding the Tax Collector Office areas) AND MONROE COUNTY SOCIAL SERVICES KEY WEST NUTRITION SITE

The CONTRACTOR shall furnish day porter janitorial service with one daytime building attendant on site. Janitorial services shall be provided 5 days a week, Monday through Friday

(excluding holidays), continuously from 8:00 a.m. to 4:00 p.m., with six (6) hours of service provided at the Harvey Government Center and two (2) hours of service provided at the Monroe County Social Services Key West Nutrition Site per day. These person(s) will perform scheduled and assigned janitorial tasks as well as respond to calls for service, to include but not limited to, such things as spills and weather related incidents. The CONTRACTOR shall furnish all necessary labor, supplies, equipment, training and safety devices required in the performance of this scope of services at these locations:

- Harvey Government Center (excluding the Tax Collector Office areas), 1200 Truman Avenue, consisting of approximately 12,000 sf.

NOTE: Harvey Government Center (excluding the Tax Collector Office areas) has one (1) male public restroom with two (2) toilets, three (3) sinks and two (2) urinals, one (1) female public restroom, one with three (3) toilets and three (3) sinks and two (2) breakrooms with one (1) sink each.

- Monroe County Social Services Key West Nutrition Site, 1200 Truman Avenue, consisting of approximately 4,620 sf.

NOTE: Monroe County Social Services Key West Nutrition Site has one (1) male public restroom with one (1) toilet, two (2) sinks and one (1) urinal, one (1) female public restroom, one with two (2) toilets and two (2) sinks and one (1) employee restroom with one (1) toilet and one (1) sink.

A. Restroom Sanitation shall include the following on a daily basis: (Monroe County Social Services Key West Nutrition Site restrooms shall be cleaned two (2) times daily, once in the morning and again in the afternoon)
   i. All Floors swept, loose dirt removed.
   ii. Wash and disinfect floor.
   iii. Stall partitions damp cleaned.
   iv. All commodes, urinals, basins and vanities shall be scoured and disinfected.
   v. All urinal traps shall be specially cleaned and disinfected.
   vi. All sanitary napkin receptacles will be cleaned, waste disposed, and disinfected.
   vii. Mirrors shall be cleaned and polished.
   viii. All supplies shall be replenished (paper goods, soap, etc.).
   ix All other work necessary to maintain a clean and sanitary condition in these restrooms shall be accomplished, whether it is specifically noted in these specifications or not.

B. General Office Cleaning shall include the following on a daily basis:
   i. Tile floors – dust mopped and/or damp mopped.
   ii. Furniture and Furnishings - Dusted and spot cleaned.

iii. Low ledges, sills, rails and baseboards dusted and spot cleaned.

iv. Trash and recycle containers emptied and liners changed.

v. All carpeting shall be vacuumed with a powerful HEPA vacuum, such as the Oreck. Carpeting shall be spot cleaned.

C. General Cleaning of Public Areas, Hallways, Break Rooms and Kitchens shall be completed daily, and include the following:

i. All tile floors are to be dust mopped and spot cleaned.

ii. All furniture and furnishings to be dusted and spot cleaned.

iii. Low ledges, sills, rails, tables, shelving, baseboards, etc. to be wiped with a damp cloth to reduce the amount of dust in the building.

iv. All trash receptacles emptied and trash can liners replaced.

v. All upholstered furniture to be vacuumed.

vi. All carpeting and entry mats shall be vacuumed with a powerful HEPA vacuum, such as the Oreck.

vii. All sinks and water fountains outside the restroom areas are to be cleaned daily. Water fountains are to be polished periodically.

viii. Exterior of refrigerators, stoves, microwaves, cabinets and counter tops are to be cleaned.

ix. Harvey Government Center Meeting Room shall be cleaned on a daily basis including the dais and adjacent podium, desks and tables.

D. Daily Elevator Maintenance: (Harvey Government Center)

i. Clean and disinfect interior car walls, holding bars and push buttons.

ii. Vacuum and damp mop floor.

iii. Vacuum door track.

iv. Clean and polish interior and exterior of elevator doors.

E. Weekly janitorial services shall include:

i. All glass partitions, doors, mirrors, windows, etc. to be cleaned and/or polished.

ii. Obvious scuffmarks shall be removed from resilient flooring.

iii. All door vents cleaned.

iv. All door handles, exit devises, push plates and pull plates shall be cleaned with a disinfectant wipe.

v. Water fountains are to be polished.

vi. Tile floors are to be damp or steam mopped.

vii. Sweep out and dust Stairwells.

F. Monthly janitorial services shall include:

i. All high dusting (i.e. pictures, door frames, air vents, tops of book shelves, window blinds, etc.)

ii. All walls dusted monthly

iii. All air conditioning vents, supply and return air grilles cleaned.

G. Additional Services: Shall be performed once every three-month period. It is preferred that the CONTRACTOR have evening/weekend access to the facilities in order to perform the following additional services.

i. Resilient Flooring shall be swept/dust mopped and stripped. After application of three coats of wax, areas shall be buffed sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The waxed floor shall present a clean appearance free from scuffmarks or dirt smears. Furniture and/or other equipment moved during floor stripping and waxing shall be returned to their original positions.

ii. Dry Cleaning, Steam Cleaning, or Shampooing Carpets and Rugs shall be vacuumed of all loose soil and debris prior to cleaning, and shall be free of streaks, stains and spots, and shall have a bright uniform color upon completion of dry cleaning, steam cleaning or shampooing. Carpet cleaning methods and products are to be coordinated with the County's Representative.

H. Contractor agrees to use and provide documentation for whole-building cleaning and maintenance practices, using:

i. Sustainable cleaning chemicals (non-disinfecting) that meet the requirements of Green Seal's GS-37 and/or EPA's Design for Environment program.

ii. Use of micro-fiber wipes, dust cloths and dust mops in place of paper wipes and where paper products are used, including hand towels, use of products that contain at least 30% recycled content and which are recyclable.

iii. Floor care products (finishers and sealers) shall be durable and slip resistant and the finish shall be free of zinc (metal-free) or shall meet the requirements of Green Seal's GS-40 and/or Environmental Choices CCD-47 and/or EPA's Design for the environment program.

iv. Carpet care products shall meet the requirements of GS-37 and/or CCD-148

v. Proper training of Contractor's personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging.

vi. Use of hand soaps that do not contain antimicrobial agents, except where required by health codes and that meet Green Seal GS-41A standard

vii. Use of cleaning equipment that reduces impacts on the Indoor Air Quality.

I. Supervision and Inspection of Work:

i. Sufficient supervisory personnel shall be provided and systematic inspection will be conducted by the Contractor to ensure that all services are properly performed, as specified. To ensure that any problems that may arise will be taken care of promptly, the Contractor will maintain a twenty-four hour

telephone contact seven days per week for the receipt of any complaints and/or addressing any issues.

ii. Random inspections shall be performed by County Representatives from the Public Works/Engineering Division administering the contracts. Deficiencies shall be corrected within a twenty-four (24) hour period of notification to the contractor. Failure of the contractor to correct such deficiencies shall result in prorated deduction from the monthly invoice.

J. Personnel

i. Contractor employees must consent to background checks. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The Contractor will be responsible for the supervision, hiring and firing of their own employees and shall be solely responsible for the pay, worker's compensation insurance and benefits.

ii. Communication between the County Representative and the cleaning personnel is very important. Therefore, the Contractor must assure that at least one cleaning personnel per building can communicate well with the County Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations including but not limited to, OSHA regulations and all other local, State and Federal regulations.

iii. Uniforms are preferred for custodial personnel however; photo identification cards are required, which shall clearly identify personnel as employees of the contractor. This requirement shall apply upon entering County property and at all time while on duty.

K. County personnel are on-site at these locations prior to and after the CONTRACTOR's service hours.

L. 8 hours of janitorial services shall be provided 5 days a week, Monday through Friday (excluding holidays), continuously from 8:00 a.m. to 4:00 p.m., with six (6) hours of service provided at the Harvey Government Center and two (2) hours of service provided at the Nutrition Site per day.

M. Facility Security

i. Arrangements for access to the facilities will be coordinated through the County's Representative. Issuance of keys and other procedures will be arranged through the County's Representative. Written confirmation of receipt of keys shall be signed by the Contractor. The Contractor shall be

replacement is required because of Contractor's loss or misuse, Contractor shall promptly reimburse the County for any incurred cost. Contractor will not be allowed to duplicate keys.

ii. All doors found locked should be left locked. Security of the building shall be the responsibility of the Contractor during the designated cleaning service. Absolutely no one other than authorized personnel can be in the facility after regular business hours. This includes relatives, friends, etc. Contractor is to lock all doors as directed and turn off lights except those designated by the County's Representative to be left on.

iii. The Contractor shall report any problems regarding open doors and/or vandalism to the County Facilities Maintenance Department.

N. Contractor shall provide all labor, supplies, tools and equipment necessary for the cleaning performance of his work under the contract. All supplies, including but not limited to, hand soap, paper towels, toilet paper, and trash can liners, shall be supplied by the Contractor. Restrooms are equipped with the Bay West toilet paper dispensers. Soap and paper towel dispensers are Renown. The County can supply additional dispensers of like kind as needed. The Contractor shall maintain stock in each facility in an amount sufficient to last through the next cleaning day.

2. **PAYMENTS TO CONTRACTOR, shall be amended as follows:**

a. MONTHLY FEE FOR JANITORIAL SERVICES FOR MAY HILL RUSSELL LIBRARY:

One Thousand, Five Hundred Two Dollars and Thirty Six Cents **$1,502.36**

AMOUNT WRITTEN OUT

b. MONTHLY FEE FOR JANITORIAL SERVICES FOR DEPARTMENT OF JUVENILE JUSTICE BUILDING – SECOND FLOOR

Two Thousand, Four Hundred Fifty One Dollars and Sixteen Cents **$2,451.16**

AMOUNT WRITTEN OUT

c. MONTHLY FEE FOR DAY PORTER JANITORIAL SERVICES FOR HARVEY GOVERNMENT CENTER (excluding the Tax Collector Office areas)

Two Thousand, Six Hundred Forty Four Dollars and Twenty Five Cents **$2,644.25**

AMOUNT WRITTEN OUT

d. MONTHLY FEE FOR DAY PORTER JANITORIAL SERVICES FOR MONROE COUNTY SOCIAL SERVICES KEY WEST NUTRITION SITE

Eight Hundred Eighty One Dollars and Forty Two Cents **$881.42**

Totaling: Seven Thousand Four Hundred Seventy-nine and 19/100 Dollars ($7,479.19) per month.

These terms of service shall commence on March 01, 2016 and terminate October 31, 2016.

Totaling: Seven Thousand Four Hundred Seventy-nine and 19/100 Dollars ($7,479.19) per month.

These terms of service shall commence on March 01, 2016 and terminate October 31, 2016.

3. Except as set forth above, in all other respects, the terms and conditions set forth in the Original Agreement as Amended remain in full force and effect.

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

(SEAL)
Attest: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Date: _____

STOCKTON MAINTENANCE GROUP, INC.
Witnesses for CONTRACTOR:

Signature

ELAINE MOSCHETTI 2/1/16
Print Name Date

Signature

Yolanda Gonzalez 2/1/16
Print Name Date

Signature of person authorized to legally bind Corporation
Date: 2-1-2016

DOUGLAS S. RIORDAN
Print Name and Title PRESIDENT
Address: 1975 SANSBURY'S WAY, STE 116
WEST PALM BEACH, FL 33411
Telephone Number (561) 684-8922

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 2-1-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Public Works/Engineering

Bulk Item: Yes X No ___ Staff Contact Person: Kevin Wilson 453-8797

AGENDA ITEM WORDING: Approval of a Lease Agreement with the State of Florida Department of Health, Monroe County Health Department to provide continued office space at the Department of Juvenile Justice Building, 5503 College Road, Stock Island, Key West, FL

ITEM BACKGROUND: Since 2009, the Florida Department of Health (DOH) has been leasing office space at the Gato Building for the purpose of delivering public health related education, chronic diseases prevention, preparation for emergencies affecting public health maintenance of vital statistics information and certifications, administrative support, delivery of clinical services and environmental testing and inspection programs. In 2014, the environmental testing and inspection programs offices were relocated to the DJJ Building on Stock Island to be closer to the building department and better serve the residents and businesses requiring permits for wastewater connections. Thereafter, the DOH Administrative staff was relocated from Gato Bldg. 1st Floor to the 2nd Floor offices previously occupied by the environmental testing staff. This was done because the clinic, previously leased from Offices of the Northside, on Northside Drive, Key West, was not renewed, and that clinic now occupies space previously occupied by the DOH administrative staff. The lease has been satisfactory for both parties and Florida Department of Health is once again requesting to lease space at no charge.

PREVIOUS RELEVANT BOCC ACTION: Approval of annual lease agreements since 2009.

CONTRACT/AGREEMENT CHANGES: New one-year agreement.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: -0- **INDIRECT COST:** N/A **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes __ No ___ **AMOUNT PER MONTH $** -0- **Year $** -0-

APPROVED BY: County Atty CA 2-11-16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 1/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida Dept of Health, MC Health Dept

Contract #_____

Effective Date: November 01, 2015

Expiration Date: October 31, 2016

Contract Purpose/Description:
Annual Lease Agreement with State of Florida Department of Health, Monroe County Health Department for 583 square feet of office space plus a common area walkway in the of Juvenile Department Justice Building, Stock Island, Key West.

Contract Manager: Alice Steryou (Name) | 4549 (Ext.) | Facilities Maint/Stop #1 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline: 03/08/16

CONTRACT COSTS/**REVENUE**

Total Dollar Value of Contract: $ -0- Current Year Portion: $ -0-

Budgeted? Yes X No ☐ Account Codes: _____-_____-_____-_____-_____

Grant: $ N/A _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

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
Department Head	2/12/16	Yes ☐ No ☑		2/17/16
Risk Management	2-12-16	Yes ☐ No ☑	M Sluis	2-12-16
O.M.B./Purchasing	2/17/16	Yes ☐ No ☑	MWeller	2/19/16
County Attorney	2-11-16	Yes ☐ No ☒	Chris Roberson	2-11-16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

LEASE AGREEMENT

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, ("COUNTY" or the "LESSOR"), and STATE OF FLORIDA, DEPARTMENT OF HEALTH, MONROE COUNTY HEALTH DEPARTMENT ("TENANT" or the "LESSEE"), a non-profit corporation incorporated in the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040.

WHEREAS, the COUNTY leases premises to other governmental agencies and not-for-profit organizations serving the County community; and

WHEREAS, the State of Florida, Department of Health, Monroe County Health Department provides essential services to the citizens of Monroe County, and works to improve the health of the public through preparedness, education, prevention, the delivery of clinical services, and by conducting environmental inspection and testing programs; and

WHEREAS, the State of Florida, Department of Health, Monroe County Health Department has requested use of County office space; and

WHEREAS, the COUNTY owns an office building known as the Department of Juvenile Justice Building (DJJ) at 5503 College Road, Stock Island, Key West, Florida; and

WHEREAS, in the best interests of Monroe County the environmental testing and inspection programs offices were relocated in 2014 to be closer to the building department and better serve the residents and businesses requiring permits for wastewater connections;

WHEREAS, the lease has been satisfactory for both parties and Florida Department of Health is once again requesting to lease space

NOW THEREFORE, IN CONSIDERATION of the promises contained herein the parties agree to the following:

1. **PROPERTY.** The COUNTY leases exclusively to the LESSEE 583 square feet of office space; (4) offices in Suite 208 in the DJJ Building and a common area walkway, which is shown on Exhibit A, hereafter referred to as the premises. Exhibit A is attached and made a part of this Agreement.

2. **TERM.** The term of this Agreement is for a period of one (1) year beginning November 01, 2015 through October 31, 2016.

3. **USE AND CONDITIONS.** The premises shall be used solely for the purposes of delivering State of Florida, Department of Health, Monroe County Health Department services, including public health related education, chronic disease prevention, preparation for emergencies affecting public health, maintenance of vital statistics information and certifications, administrative support, delivery of clinical services, and environmental testing and inspection programs. If the premises are used for any other purpose, the COUNTY shall have the option of immediately terminating this Agreement. LESSEE shall not permit any use of the

premises in any manner that would obstruct or interfere with any COUNTY functions and duties.

The LESSEE will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. LESSEE will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The LESSEE will not use or occupy said premises for any unlawful purpose and will, at LESSEE's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises. These covenants of the LESSEE shall also be binding on the use of the premises by personnel, volunteers or clients of LESSEE in accessing any common areas of the Gato Building.

4. **RENT.** For the use of the premises, the LESSEE must pay the COUNTY the sum of **$-0-** per year, for 583 square feet of office space at **$-0-** per square foot, which rental sum is due in monthly installments of **$-0-**. The COUNTY will invoice the LESSEE each month and these twelve monthly payments shall be remitted to Monroe County Clerk's Office, 500 Whitehead Street, Key West, FL 33040. If a warrant in payment of an invoice is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the LESSEE shall pay to the LESSOR, in addition to the amount of the invoice, interest at a rate established pursuant to F.S. section 55.03(1) on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the LESSOR.

a) Additional consideration from each party:

Electricity, office maintenance, office cleaning, and local phone calls will be provided by LESSOR at no additional cost to LESSEE, unless the occupation of the premises has a significant impact on any of such costs to LESSOR, in which case the parties will either renegotiate the consideration or mutually terminate this agreement. LESSEE shall be entitled to use the common areas of the DJJ Building, such as bathrooms, lobby and other common areas incidental to the purpose of their occupancy of the premises, including use of conference rooms.

5. **TAXES.** The LESSEE must pay all taxes and assessments, including any sales or use tax, levied by any government agency with respect to the LESSEE's operations on the premises. If at any time after any tax or assessment has become due or payable, the lessee, or its legal representative, neglects to pay the tax or assessment, LESSOR shall be entitled to pay the tax or assessment at any time after that and the amount paid by LESSOR shall be deemed to be additional rent for the leased premises, due and payable by the lessee.

6. **INSURANCE.** The Department of Health, State of Florida, provides General Liability Coverage for Monroe County Health Department Operations through the Division of Risk Management and the State Risk Management Trust Fund. Florida Chapter 284 and Section 768.24(16) authorize the State to administer a self-insurance program and F.S. Section 768.24(5) currently sets the general liability coverage limits as follows: $100,000 each person; $200,000 each occurrence.

7. **CONDITION OF PREMISES.** The LESSEE must keep the premises in good order and condition. The LESSEE must promptly repair damage to the premises. At the end of the term of this Agreement, the LESSEE must surrender the premises to the COUNTY in the same good order and condition as the premises were on the commencement of the term, normal wear and tear excepted. The LESSEE is solely responsible for any improvements to land and appurtenances placed on the premises.

8. **IMPROVEMENTS.** No structure or improvements of any kind shall be placed upon the land without prior approval in writing by the County Administrator, a building permit issued by the COUNTY and any other agency, federal or state, as required by law. Any such structure or improvements shall be constructed in a good and workmanlike manner at LESSEE's sole cost and expense. Subject to any landlord's lien, any structures or improvements constructed by LESSEE shall be removed by the LESSEE at LESSEE's sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless the Board of County Commissioners accepts in writing delivery of the premises together with any structures or improvements constructed by LESSEE. Portable or temporary advertising signs are prohibited.

LESSEE shall perform, at the sole expense of LESSEE, all work required in the preparation of the property or premises hereby leased for occupancy by LESSEE; and LESSEE does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of LESSEE.

COUNTY reserves the right to inspect the leased area and to require whatever adjustment to structures or improvements as COUNTY, in its sole discretion, deems necessary. Any adjustments shall be done at LESSEE's sole costs and expense. Any building permits sought by LESSEE shall be subject to permit fees at LESSEE's sole cost and expense.

9. **IDEMNIFICATION/HOLD HARMLESS.** The LESSEE, as a state agency or subdivision 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 tortuous actions, which result in claims or suits against either the County or the LESSEE, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

The County, 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 tortuous acts, which result in claims or suits against either the LESSEE or the County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous 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. **NON-DISCRIMINATION.** LESSOR and LESSEE 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 Lease Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LESSOR and LESSEE 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 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 s. 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 s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Sections 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease Agreement.

11. **TERMINATION.** This Agreement may be terminated at the discretion of the COUNTY in the following circumstances:

a) Lessee fails to pay the rent when due;

b) Lessee fails to obtain the insurance required under this lease or allows the required insurance coverage to lapse or fall below the minimum required;

c) Lessee otherwise breaches the terms of this lease.

Unless the COUNTY has accepted in writing a delay in performance of duties, the failure to perform said duties shall constitute a default under the terms of this agreement. In the case of default/breach, the COUNTY shall first give LESSEE a written notification stating the default/breach and that Lessee has ten (10) days to correct the default/breach. If the Lessee has not commenced correction of the default/breach at the end of the 10 days, then the COUNTY may terminate the lease in its discretion. If it shall be necessary to employ the services of an attorney in order to enforce its rights under this Agreement, the COUNTY shall be entitled to reasonable attorney's fees. Waiver of a default in any particular month shall not bind the COUNTY to forego the provisions of this paragraph and any subsequent default shall be grounds for termination. The COUNTY may in its discretion treat the LESSEE in default and terminate this Agreement immediately, without prior notice, upon failure of LESSEE to comply with any provision of this Agreement. LESSEE

may terminate this Agreement upon giving thirty days prior written notice to COUNTY.

12. **DEFAULT.** LESSOR'S right to repossess, operate, or sublease: If the rental reserved by this lease or other charges to be paid under this lease by LESSEE, or any part of this lease, are not paid when due and remain unpaid for a period of 10 days after notice in writing, or if LESSEE fails to promptly perform any covenant, condition, or agreement by it to be performed under this lease and such failure shall continue for a period of ten (10) days after notice in writing specifying the nature of such failure, or if LESSEE abandons the demised premises, or if LESSEE breaches any obligation under this lease to be performed by it which cannot be cured, then , and in any such event, LESSEE shall be deemed to be in default and LESSOR, without further notice may at its option take possession of the leased premises, including all improvements and fixtures and equipment located at, in or about the premises.

By legal proceedings, LESSOR shall take, operate, or sublease the premises, in whole or in part, for the account of the LESSEE as the LESSOR in good faith may deem proper, for a term not exceeding the unexpired period of the full term of this lease. LESSOR shall receive all proceeds and rent accruing from such operation or subleasing of the leased premises or fixtures and equipment. LESSOR shall apply these proceeds first, to the payment of all costs and expenses incurred by the LESSOR in obtaining the possession of, and the operation or subleasing of the premises or fixtures and equipment, including reasonable attorney's fees, commissions, and collection fees, and any alteration or repairs reasonably necessary to enable the LESSOR to operate or sublease the premises or fixtures and equipment; and second, to the payment of all such amounts as may be due or become payable under the provisions of this lease. The remaining balance, if any, given by the LESSOR to the LESSEE, shall be paid over to the LESSEE at the expiration of the full term of this lease or on the sooner termination of the lease by written notice of termination.

Repossession or subleasing not a termination; LESSOR'S right to terminate not forfeited: No repossession, operation, or subleasing of the premises or of fixtures and equipment shall be construed as an election by the LESSOR to terminate this lease unless a written notice of such intention is given by the LESSOR to the LESSEE. Notwithstanding any such operation or subleasing without termination of this lease, the LESSOR may at any time after that elect to terminate the lease in the event that the LESSEE remains in default under this lease.

LESSEE'S obligation to pay deficiencies: In the event the proceeds of rentals received by the LESSOR under the provisions of this Section are insufficient to pay all costs and expenses and all amounts due and becoming due under this lease, the LESSEE shall pay to the LESSOR on demand such deficiency as may occur or exist.

LESSOR'S right to terminate lease: In the event of LESSEE'S default, LESSOR may, at its option without further notice, terminate this lease and all interest of LESSEE under this lease, and may then take possession of the leased premises by legal proceedings.

LESSOR'S right on termination to recover amount equal to rent reserved: If this lease is terminated by the LESSOR by reason of any default by LESSEE, LESSOR shall be entitled to recover from the LESSEE, at the time of such

termination the excess, if any, of the amount of rent reserved in this lease for the balance of the term of the lease.

LESSOR'S remedies are cumulative: Each and all of the remedies given to the LESSOR in this lease or by law are cumulative, and the exercise of one right of remedy shall not impair its right to exercise any other right or remedy.

13. **DEFAULT-WAIVER.** The waiver by the LESSEE or the COUNTY of an act or omission that constitutes a default of an obligation under this Agreement does not waive another default of that or any other obligation.

14. **ASSIGNMENT.** The LESSEE may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the LESSEE and the COUNTY.

15. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the COUNTY, whether in effect on commencement of this lease or adopted after that date.

16. **GOVERNING LAWS/VENUE.** This Agreement is governed by 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 Lease Agreement, the LESSOR and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The LESSOR AND LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this Lease Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. **CONSTRUCTION.** This Agreement has been carefully reviewed by the LESSEE and the COUNTY. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

18. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY	LESSEE
County Administrator	Monroe County Heath Department
Roman Gastesi, Jr.	Robert Eadie, Administrator
1100 Simonton Street	1100 Simonton Street
Key West, FL 33040	Key West, FL 33040

19. **RELATIONSHIP OF PARTIES.** LESSEE is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent agency, and not an employee, agent or servant of the BOCC. LESSEE shall exercise control, direction, and supervision over the personnel and volunteers who use the premises. LESSEE shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of LESSEE, its employees, agents or volunteers resulting in

either bodily or personal injury or property damage to any individual, property or corporation.

20. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

21. **RIGHT OF INGRESS AND EGRESS.** LESSEE, its agent, employees, customers, suppliers, and patrons shall have the right of ingress and egress to and from the lease premises, which shall not be unreasonably restricted by the COUNTY.

22. **RIGHT OF INSPECTION AND REPAIRS.** LESSOR shall have access to the premises, and each and every part thereof, during LESSEE'S regular business hours for the purpose of inspecting the same, making repairs, and posting notices that LESSOR may deem to be for the protection of the LESSOR or the property.

23. **AMENDMENTS TO BE IN WRITING.** This lease may be modified or amended only by a writing duly authorized and executed by both LESSOR and LESSEE. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both LESSOR and LESSEE.

24. **HOLDING OVER.** No holding over and continuation of any business of the LESSEE after the expiration of the term hereof shall be considered to be a renewal or extension of this lease unless written approval of such holding over and a definite agreement to such effect is signed by the LESSOR defining the length of such additional term. Any holding over without consent of the LESSOR shall be considered to be a day-to-day tenancy at a rental of three times the daily rate of the fixed minimum monthly rental provided herein, computed on the basis of a 30-day month.

25. **ENTIRE AGREEMENT.** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this lease shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

26. **SEVERABILITY.** If any term, covenant, condition or provision of this Lease 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 Lease Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease 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 Lease Agreement would prevent the accomplishment of the original intent of this Lease Agreement. The LESSOR and LESSEE agree to reform the Lease Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27. **ATTORNEY'S FEES AND COSTS**. The LESSOR and LESSEE agree that in the event any cause of action or administrative 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 attorney's fees, court costs, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Lease Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

28. **BINDING EFFECT**. The terms, covenants, conditions, and provisions of this Lease Agreement shall bind and inure to the benefit of the LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

29. **AUTHORITY**. Each party represents and warrants to the other that the execution, delivery and performance of this Lease Agreement have been duly authorized by all necessary County and corporate action, as required by law.

30. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS**. LESSOR and LESSEE 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 no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. 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 Lease Agreement or by Florida law.

31. **COOPERATION**. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Lease Agreement, LESSOR and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Lease Agreement or provision of the services under this Lease Agreement. LESSOR and LESSEE specifically agree that no party to this Lease Agreement shall be required to enter into any arbitration proceedings related to this Lease Agreement.

32. **COVENANT OF NO INTEREST**. LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease Agreement, and that the only interest of each is to perform and receive benefits as recited in this Lease Agreement.

33. **CODE OF ETHICS**. LESSOR agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

34. **NO SOLICITATION/PAYMENT**. The LESSOR and LESSEE warrant that, in respect to itself, it has neither employed nor retained any company or person, other

than a bona fide employee working solely for it, to solicit or secure this Lease Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Lease Agreement. For the breach or violation of the provision, the LESSEE agrees that the LEESSOR shall have the right to terminate this Lease Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

35. **PUBLIC ACCESS**. The LESSOR and LESSEE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LESSOR and LESSEE in conjunction with this Lease Agreement; and the LESSOR shall have the right to unilaterally cancel this Lease Agreement upon violation of this provision by Lessee.

36. **NON-WAIVER OF IMMUNITY**. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the LESSOR and LESSEE in this Lease Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the LESSOR be required to contain any provision for waiver.

37. **PRIVILEGES AND IMMUNITIES**. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the LESSOR, when performing their respective functions under this Lease Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

38. **NON-RELIANCE BY NON-PARTIES**. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and LESSEE agree that neither the LESSOR nor the LESSEE or any agent, officer, or employee of either 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 Lease Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease Agreement.

39. **ATTESTATIONS**. LESSEE agrees to execute such documents as the LESSOR may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

40. **EXECUTION IN COUNTERPARTS**. This Lease Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument

and any of the parties hereto may execute this Lease Agreement by signing any such counterpart.

41. **EFFECTIVE DATE.** This Agreement will take effect on November 1, 2015.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH, MONROE COUNTY HEALTH DEPARTMENT

By: _____

Print Name: Robert B Eade

Title: Administrator

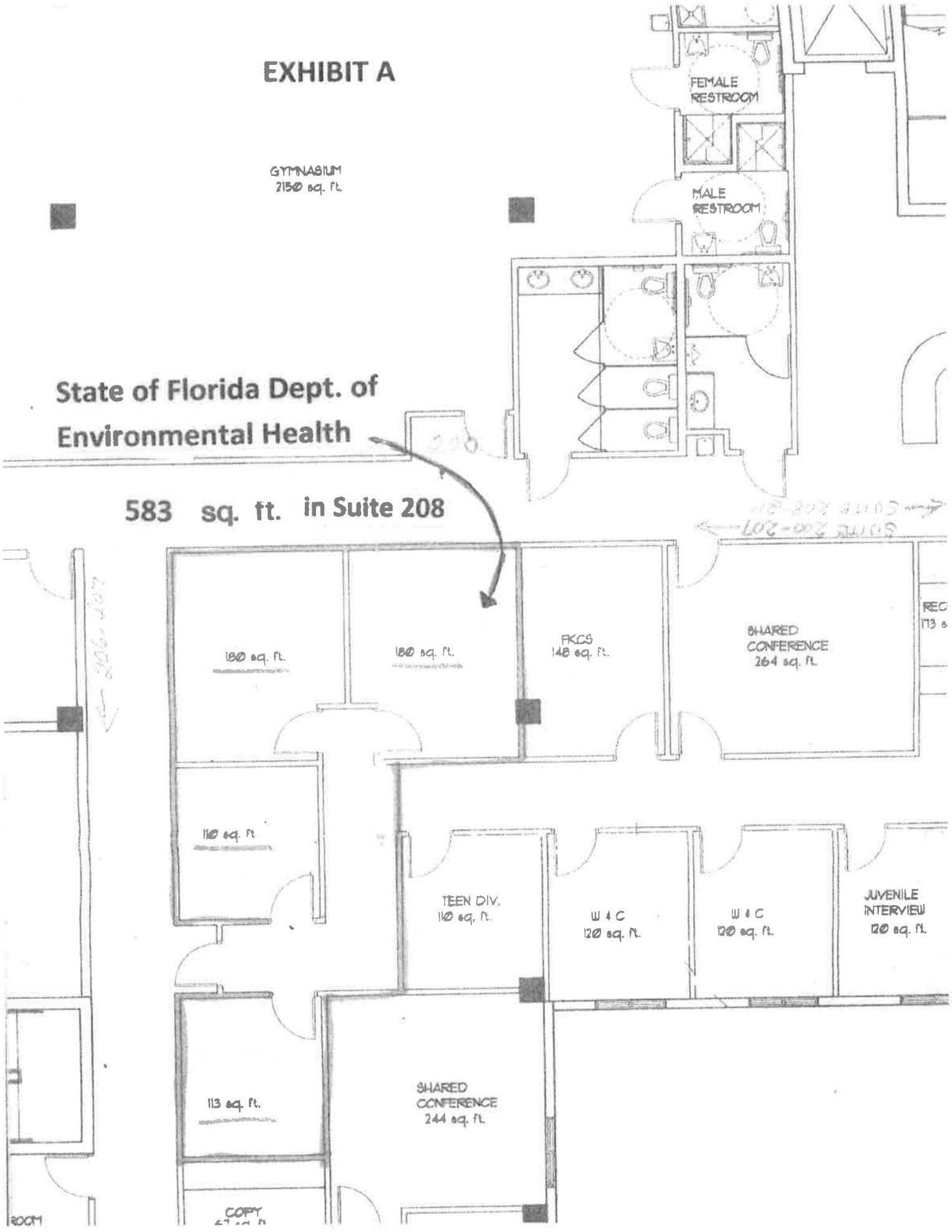
Date: 2/18/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 2-11-16

EXHIBIT A


GYMNASIUM
2150 sq. ft.
FEMALE RESTROOM
MALE RESTROOM
State of Florida Dept. of Environmental Health
583 sq. ft. in Suite 208
180 sq. ft.
180 sq. ft.
FKCS
148 sq. ft.
SHARED CONFERENCE
264 sq. ft.
110 sq. ft.
TEEN DIV.
110 sq. ft.
W & C
120 sq. ft.
W & C
120 sq. ft.
JUVENILE INTERVIEW
120 sq. ft.
113 sq. ft.
SHARED CONFERENCE
244 sq. ft.
COPY

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Public Works/Engineering Facilities

Bulk Item: Yes x No ___ Staff Contact/Phone #: Doug Sposito 292-4416

AGENDA ITEM WORDING: Approval of Agreement with Monroe County Sheriff's Office ("MCSO") to provide MCSO with continued use of 320 sq. ft. of office space at the Murray E. Nelson Government and Cultural Center ("Nelson Gov.'t Center").

ITEM BACKGROUND: Sheriff, Richard A. Ramsay requested continued use of County office space at the Nelson Gov.'t Center. The Sheriff is a Constitutional Officer servicing the entire County community.

PREVIOUS RELEVANT BOCC ACTION: On February 20, 2013, the BOCC rescheduled its review of the proposed Agreement with MCSO in order to make revision concerning the space for lease and to omit second floor office space at the Nelson Gov.'t Center. On March 20, 2013, the BOCC approved the revised Agreement. On February 19, 2014, the BOCC approved an Agreement for with MCSO allowing it to use 320 sq. ft. of office space at the Nelson Gov.'t Center. On February 18, 2015, the BOCC approved an Agreement with MCSO continuing its use of the 320 sq. ft. office space.

CONTRACT/AGREEMENT CHANGES: New Agreement.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: maintenance/utility costs **INDIRECT COST:** N/A **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: maintenance/utility costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year $** _____

APPROVED BY: County Atty 2/11/16 OMB/Purchasing MW Risk Management MS

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 1/12

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe County / Sheriff's Office
Contract #_____
Effective Date: March 17, 2016
Expiration Date: March 16, 2017

Contract Purpose/Description:
Agreement to provide 320 sq. feet of office space to the Monroe County Sheriff's Office at the Murray E. Nelson Government and Cultural Center in Key Largo, Fl.

Contract Manager: Alice Steryou (Name) 4549 (Ext.) Facilities Maint/Stop # 1 (Department/Stop #)

for BOCC meeting on 03/23/15 Agenda Deadline: 03/08/15

CONTRACT COSTS/**REVENUE**

Total Dollar Value of Contract: $ -0- Current Year Portion: $ -0-
Budgeted? Yes X No ☐ Account Codes: _____-_____-_____-_____-_____
Grant: $ N/A _____-_____-_____-_____-_____
County Match: $ N/A _____-_____-_____-_____-_____
_____-_____-_____-_____-_____

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	2/12/16	Yes ☐ No ☑		2/17/16
Risk Management	2-11-16	Yes ☐ No ☑	M. Sloan	2-11-16
O.M.B./Purchasing	2/17/16	Yes ☐ No ☑	Mwelsh	2/19/16
County Attorney	2-11-16	Yes ☐ No ☑	Chris Ambrosini	2-11-16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as BOCC), whose address is 1100 Simonton St., Key West, Fl. 33040 and the Monroe County Sheriffs Office, (hereinafter referred to as MCSO), whose address is 5525 College Rd., Key West, Florida 33040.

WHEREAS, the BOCC leases premises to other governmental agencies servicing the County community; and

WHEREAS, MCSO has requested the continued use of County office space; and

WHEREAS, the BOCC has determined that it is in the best interests of Monroe County to continue to provide approximately 320 square feet of office space at the Murray E. Nelson Government and Cultural Center, located at 102050 Overseas Highway in Key Largo, Florida;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract Term. This agreement is for the period commencing on March 17, 2016 and terminating on March 16, 2017 and is for zero dollars and no/100 cents ($0.00) per year.

2. BOCC Responsibility. The BOCC shall direct its Administrator, Departments Directors, County Attorney, and staff to provide certain facilities and support to the MCSO as can be provided without requiring an increase in personnel or any purchase or lease of real property.

3. Relationship of Parties. The MCSO is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent agency, and not an employee, agent or servant of the BOCC. The MCSO shall exercise control, direction, and supervision over the means, manner personnel and volunteers through which it performs its duties. Although

this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership, the MCSO shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of the MCSO, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

4. Modification. Additions to, modification to, or deletions from the provisions of this contract may be made only in writing and executed by the BOCC. No modification shall become effective without prior written approval of both parties.

5. Breach and Penalties. The parties agree to full performance of the covenants contained in this contract. Both parties reserve the right, at the discretion of each, to terminate the services in this contract for any misfeasance, malfeasance or nonperformance of the contract terms or negligent performance of the contract terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

6. Indemnification and Hold Harmless.

   a) To the extent permitted by law, and as limited by section 768.28, Florida Statutes, the BOCC shall defend, indemnify and hold harmless MCSO and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MCSO or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or

resulting from the negligent performance of this contract by the BOCC, its employees, officers and agents. MCSO shall promptly notify the BOCC of each claim, cooperate with the BOCC in defense and resolution of each claim, and not settle or otherwise dispose of the claim without the BOCC's participation.

b) To the extent permitted by law, and as limited by section 768.28, Florida Statutes, MCSO shall defend, indemnify and hold harmless the BOCC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the BOCC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this contract by the MCSO, its employees, officers and agents. The BOCC shall promptly notify MCSO of each claim, cooperate with MCSO in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without MCSO's participation.

c) The indemnification provisions of this contract shall survive termination of this contract for any claims that may be filed after the termination date of the contract provided the claims are based upon actions that occurred during the performance of this contract.

7. Laws and Regulations.

a) This Agreement shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. The parties agree that venue for any dispute shall lie in Monroe County, Florida.

b) The MCSO shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion,

sex, age or national origin in the performance of work under this Agreement.

c) Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this Agreement and shall entitle the BOCC to terminate this Agreement immediately upon delivery of written notice to the MCSO.

8. Taxes. The BOCC is exempt from Federal, Excise and State of Florida Sales Tax.

9. Finance Charges. The BOCC will not be responsible for any finance charges.

10. Severability. If any provision of this contract shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

11. Assignment. The MCSO shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform services under this contract without first obtaining the written consent of the BOCC. In the event of such consent, this agreement shall be binding upon MCSO's successors and assigns.

12. Disclosure. The MCSO shall be required to list any or all potential conflicts of interest, as defined by Florida Statues Chapter 112, Part III and the Monroe County Ethics Ordinance. The MCSO shall disclose to the BOCC all actual or proposed conflicts of interest, financial or

otherwise, direct or indirect, involving any client's interest which may constitute a conflict under said laws.

13. Care of Property. The MCSO shall be responsible to the BOCC for the safekeeping and proper use of the property entrusted to MCSO's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.

14. Ethics Clause. MCSO warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any BOCC officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former county officer or BOCC officer or employee.

15. Termination. Termination of this Agreement shall occur at the Natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its notice to terminate for cause, with a minimum of fourteen days notice in writing required prior to effective termination.

b) In the event either party terminates without cause, the termination shall not take effect until at least sixty days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.

16. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 4 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(SEAL)
Attest: AMY HEAVILIN, Clerk

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor

(SEAL)
Attest:

By _____

Title _____

MONROE COUNTY SHERIFFS OFFICE

By _____
Sheriff Richard A. Ramsay

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:

PATRICK J. McCULLAH
GENERAL COUNSEL
DATE: 2/26/2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY
Date: 2-11-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: Public Works/Engineering

Bulk Item: Yes x No ___ Staff Contact/Phone #: Kevin Wilson 305 453-8797

AGENDA ITEM WORDING: Approval of a Commercial Lease Renewal Amendment with Big Pine Key, 2013 LLC, Inc. for operation of a Monroe County Library at the Big Pine Key Shopping Center.

ITEM BACKGROUND: On March 01, 2011, the parties entered into a (5) five year commercial lease agreement for operation of a Monroe County Library at the Big Pine Key Shopping Center. The original lease provided for (1) one, (3) three year optional renewal. Lessee has requested that the original lease be renewed and the Lessor has agreed to renew the lease for an additional (1) one, (5) five year term under the same terms and conditions as the original agreement and has granted another option to renew for an additional five-year period commencing on March 01, 2016 and terminating February 28, 2021.

PREVIOUS RELEVANT BOCC ACTION: On March 01, 2011, the parties entered into a (5) five year commercial lease agreement for operation of a Monroe County Library at the Big Pine Key Shopping Center. The original lease provided for (1) one, (3) three year optional renewal.

CONTRACT/AGREEMENT CHANGES: Monthly lease commencing on March 01, 2016 to be $2,905.80/mo. with annual increases of two percent (2%). The original lease provided for (1) one, (3) three year optional renewal. Lessee has requested that the original lease be renewed and the Lessor has agreed to renew the lease for an additional (1) one, (5) five year term under the same terms and conditions as the original agreement and has granted the option to renew for a five-year period commencing on March 01, 2016 and terminating February 28, 2021. Rental payments are to be made to Big Pine Key, 2013 LLC and mailed to: Big Pine Key 2013 LLC, P.O. Box 62505, Baltimore, MD 21264-2505

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $34,869.60 **INDIRECT COST:** N/A **BUDGETED:** Yes X No ___
(annual increase of 2% thereafter)

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes _ No X **AMOUNT PER MONTH** $2,905.80 **Year** $34,869.60

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 1/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Ships Way, Inc.

Contract #_____

Effective Date: 03/01/2016

Expiration Date: 02/28/2021

Contract Purpose/Description:
Commercial Lease Renewal Amendment with Big Pine Key, 2013 LLC, Inc. for operation of a Monroe County Library at the Big Pine Key Shopping Center

Contract Manager: Alice Steryou (Name) 4549 (Ext.) PW Engineering/Stop #1 (Department/Stop #)

for BOCC meeting on 03/23/2016 Agenda Deadline: 03/08/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 34,869.60 (year with annual increase of 2% thereafter.)

Current Year Portion: $20,340.60 $2,905.80/mo

Budgeted? Yes ☒ No ☐ Account Codes: ____-001-62023-530-440

Grant: $ N/A

County Match: $ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above)

For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	3/8/16	Yes ☐ No ☑		3/8/16
Risk Management	3-8-16	Yes ☐ No ☑	M Sluss	3-8-16
O.M.B./Purchasing	3.8.16	Yes ☐ No ☑	Wilson	3.8.16
County Attorney	_____	Yes ☐ No ☒		3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

COMMERCIAL LEASE RENEWAL AMENDMENT #1

This Amendment is made and entered into on the 23rd day of February, 2016, by and between Big Pine Key, 2013 LLC, a Florida limited liability company, (hereinafter "Lessor") and Monroe County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter "Lessee" or "County") for operation of the Monroe County Public Library.

WHEREAS, on the 16th day of March, 2011, the parties entered into a commercial lease agreement for operation of a Monroe County Public Library at the Big Pine Shopping Center; and

WHEREAS, the term of the original agreement term ends on February 29, 2016; and

WHEREAS, Lessee has requested that the original lease be renewed and the Lessor has agreed to renew the lease for an additional 5 year term under the same terms and conditions as the original agreement; and

WHEREAS, the parties have found the original agreement to be mutually beneficial; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Subparagraph 2.1 of the original agreement is amended to read:

   2.1 Lease to commence March 1, 2016

2. Subparagraph 4.6 of the original agreement is amended to read:

   4.6 Rental payments are to be made to Big Pine Key, 2013 LLC and mailed to:

   Big Pine Key 2013 LLC
   P.O. Box 62505
   Baltimore, MD 21264-2505

   For wire transfer; instructions are available upon request.

3. The first paragraph of Subparagraph 4.1 will be replaced with the following:

   As rental for the lease of the Premises, Lessee shall pay to Lessor, at Lessor's address set forth herein, or at such other place and to such other person as Lessor may from time to time designate in writing for the term of this Lease. Starting March 1, 2016 the total monthly rent will be $2,905.79 and will increase by 2% every March 1st, starting March 1, 2017.

Except as set forth in paragraph one, two and three of this Commercial Lease Renewal Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

LESSEE:
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

WITNESSES:

_____

_____

_____
Mayor Heather Carruthers

_____

Date:_____

LESSOR:

BIG PINE KEY 2013, LLC
By: HUH BPK 2013, LLC Its
Managing Member
By: HUH US Real Estate Income
REIT, Inc., Its sole member

WITNESSES:

_____

_____

_____
Robert T. Schmitt,
Executive Vice President

Date: 3/3/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. M...
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

COMMERCIAL LEASE AGREEMENT

By and Between

BIG PINE SHOPPING CENTER L.L.C., LESSOR

and

MONROE COUNTY LIBRARY, LESSEE

For the Premises Located at

Big Pine Shopping Center , Unit B- 9

Big Pine Key, Monroe County, Florida

COMMERCIAL LEASE AGREEMENT

This Lease is made this 16th day of March, 2011 between Big Pine Shopping Center, LLC, a Florida limited liability company, (herein after "Lessor") and Monroe County Board of County Commissioners, a political subdivision of the State of Florida , whose address is 1100 Simonton Street, Key West, Florida 33040 (herein after the "Lessee") for operation of the Monroe County Public Library.

For and in consideration of the rent to be paid, the mutual covenants and agreements herein, and other good and valuable consideration received by each party from the other, the sufficiency of which is hereby acknowledged, the parties consent and agree as follows:

1. **Demised Premises**: Subject to the terms and provisions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, those certain Premises (the " Premises") located at Big Pine Shopping Center, 213 Key Deer Blvd., Unit B –9 in the County of Monroe, State of Florida (the " Building"). The Premises consist of approximately 1200 square feet and the rear stairs, landing and ramp leading into unit B-9. By taking possession of the Premises and paying the first month's rent, the Lessee waives any objections to the square footage, configuration and other physical features of the Premises, and the amount of Rent and all other charges due for the Lease of the Premises.

2. **Term**.

2.1. Lease to commence March 1, 2011

2.2. Lease term 5 years.

2.3. If Lessee, with Lessor's prior consent, shall occupy the Premises before commencement of the Term, all provisions of this Lease shall be in full force and effect commencing at the time of occupancy, and Base Rent and Additional Rent for that period shall be paid by Lessee at the same rate specified in this Lease for the Term.

3. **Options**: Subject to approval by the Lessor, the Lessee shall have the option to renew the lease for an additional three (3) year period. 4. **Rental Payment terms**.

4.1. As rental for the lease of the Premises, Lessee shall pay to Lessor, at Lessor's address set forth herein, or at such other place and to such other person as Lessor may from time to time designate in writing for the term of this Lease, total monthly rent in the amount of $2,631.87 with 2 % annual increases beginning March 1, 2012 and the first day of March each year thereafter.

Rent shall be payable in monthly installments, in advance, without notice, due on the first day of each calendar month during the Term of this Lease. If the Term of this Lease shall begin or terminate on other than the first or last day respectively of a calendar month, all

Rent and other charges accruing under this Lease for such portion of the partial calendar month shall be apportioned and paid on the basis of a 30-day month.

4.2 Payment Without Notice Or Demand. The rent called for in this Lease shall be paid to Lessor without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction, except as may be expressly set forth in this Lease.

4.3 Late Rent. Lessee is a local government entity and is subject to the Florida Prompt Payment Act, Sec. 218.70, Florida Statutes. Lessor has remedies available under said Act for any payment which is delinquent.

4.6 Rental payments are to be made payable to Big Pine Shopping Center L.L.C. and mailed to 513 Fleming St., Suite # 1, Key West, Florida 33040.

4.7. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation bt the Board of County Commissioners.

5. **Use of premises**.

5.1.Permitted Use and Business Name. The Premises shall be used and occupiedonly as a public library and for no other purpose. The business of the Lessee in the Premises shall be carried on under the name and style Monroe County Library and under no other name and style unless approved by the Lessor in writing.

5.2 Hours of Business. During the term, the Lessee shall conduct its business on the Premises, at a minimum Monday through Friday except on legal holidays . Lessee may conduct business on the Premises, in addition to the above listed times, at Lessee's sole expense.

5.3. Opening and Continuous Occupancy. Lessee shall open the whole of the Premises for business to the public, fully fixtured, stocked and staffed within 60 days of the Commencement Date, as defined below. The Lessee shall continuously, actively and diligently carry on the business specified in Section 5.1 on the whole of the Premises during the Term, during the hours and on the days that are required by this Lease, except when prevented from doing so by force majeure. The Lessee acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring lessees and to the Lessor in the renting of space in the Building, the renewal of other leases in the building, and the efficient and economic supply of services and utilities. The Lessee acknowledges that the Lessor is executing this Lease in reliance on Lessee's continuous occupancy and that it is a material element inducing the Lessor to execute this Lease.

5.4. Lessee's Covenants as to Use and Occupancy. Lessee shall exercise reasonable care in its use of the Premises or Building and shall not do or permit anything to be done in or about the Premises or Building, nor bring nor keep anything in the Premises or Building that will in any way affect the fire or other insurance on the Building, or any of its contents, or that shall in any way conflict with any statute, ordinance, rule, regulation, order, law or other requirement (collectively the "Laws") affecting the occupancy and use of the Premises or Building, which is now, or may subsequently be, enacted or promulgated by any public authority. Lessee shall not obstruct or interfere with the rights of other lessees of the Building or injure or annoy them. Lessee shall not use, or allow the Premises to be used, for any illegal purpose, or any purpose constituting a public or private nuisance or for sleeping purposes, or cooking, and nothing shall be prepared, manufactured, or mixed in the Premises that would emit an odor of any type into or around any part of the Building. Lessee shall promptly comply with and execute all of the above mentioned Laws and all rules at Lessees own cost and expense. Lessee shall pay for any increases in Lessor's insurance due specifically to Lessee's use of the Premises or Building and for all damage and any amounts expended by Lessor to correct a breach by Lessee of this Section. On or prior to the Commencement Date and at all times during the Term of this Lease and any extensions or renewals of this Lease, Lessee shall, at its expense, obtain and maintain all permits, licenses and other governmental authorizations which are necessary for the operation of its business.

5.5. Display Windows. Lessee shall keep display windows attractive and neatly dressed, and shall screen in an aesthetically pleasing manner all unsightly items within the Premises which can be seen from the display windows, including without limitation office furniture and other similar items that are visible behind interior glass partitions. Display windows and lighted signs (if any) shall be kept illuminated by the Lessee on all business days until the later of 9 P.M. or least one-half hour after the Building closes for business. Lessee agrees that if the display of any article exhibited by it in the display windows, or in or about the Premises, or the display of any signs or placards in or on the Premises at any time during the term shall be objected to by the Lessor, and if notice in writing is given by Lessor or its agents of such objection or objections, the Lessee shall immediately and as often as such notices are received remove such display or articles objected to.

(G) any use other than as specified herein.

6. **Lessee's Covenant not to Conduct Similar Business within Specified Area and Retail Restriction Limit.** During the term of this lease, Lessee shall not, directly or indirectly, engage in any business similar to or in competition with that for which the Premises are let, within a radius of 15 miles in each direction of the premises with the exception of the adjacent space owned by Monroe County Library.

7. **Use of Common Areas.** Lessee and its employees and invitees shall have the non-exclusive right, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the common areas as well as, where applicable, common corridors, together with facilities such as washrooms, comfort rooms, lounges, drinking fountains and toilets, subject to such reasonable rules and regulations as Lessor may from time to time impose, including the designation of specific areas in which cars owned by Lessee and its employees must be parked. Lessee agrees after notice thereof to abide by such rules and regulations and to use its best efforts to cause its employees and invitees to conform thereto. Lessor may at anytime close or restrict for a reasonable period, any common area to make repairs, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking; and Lessor may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Neither Lessee nor Lessee's employees shall solicit business in the common areas or distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any automobiles parked therein without Lessor's written consent.

8. **Repairs And Maintenance.**

Lessee Repairs: Except as provided herein with respect to specific repair obligations of the landlord, Lessee shall have the right and obligation to manage the Premises and generally operate, maintain and repair the Premises in the normal course of business in a first class manner consistent with other similar buildings in Monroe County, Florida. The Lessee shall, at its expense, among other things, make all repairs, replacements, removals and maintenance of the Premises, be it interior, exterior or otherwise, including but not limited to: , all plumbing and sewage facilities serving the leased premises, , , all electrical fixtures, , lighting, electrical, heating, air conditioning, cooling and refrigeration equipment and all other equipment and apparatus pertaining to the Premises. Lessee shall, at its own expense, keep the Premises in a neat, healthful and safe condition and in accordance and in compliance with all applicable laws, ordinances and other governmental regulations, ordinances and directions during the Term. Any damage to or destruction to the Premises shall be properly and timely repaired, restored and replaced by Lessee. Lessee shall keep the exterior walkway in front of their premises free from debris or any other obstructions.

Except as otherwise provided in this Lease, Lessee shall be responsible for and shall pay all costs and expenses in connection with the operation, maintenance, and repair of the Premises during the Term of this Lease.

Landlord Repairs: Landlord shall make all necessary repairs to the structure of the building of which the Lease Premises are a part, including but not limited to roof, foundations, and exterior walls and exterior walkways.

Storm shutters: Lessee agrees to erect storm shutters, at its own expense, which must be approved by Lessor, at any time that the National Hurricane Advisory announces that a hurricane warning is in effect for the area in which the shopping center is located.

13. **Alterations.** Lessee may make interior, non-structural alterations in the Premises, which do not affect building systems. Lessee may not make alterations which are not Permitted Alterations ("Other Alterations") without Lessor's prior written consent or approval, which consent or approval shall not be unreasonably withheld, conditioned or delayed. All alterations made by Lessee shall be made at Lessee's sole cost and expense, including all costs and expenses incurred in obtaining any required governmental consents, permits or approvals. Lessee may perform all alterations with contractors and subcontractors of Lessee's own choosing. Lessor will cooperate with Lessee's efforts to obtain any governmental permits or approvals or consents required for making Permitted Alterations or otherwise approved alterations. Prior to performing any Other Alterations, Lessee shall furnish Lessor with plans and specifications, which shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Lessor shall notify Lessee within 10 business days after receipt of the plans and specifications if Lessor does not approve of them and shall specify what it finds unacceptable. In that event, Lessee shall cause the plans and specifications to be revised to remove or correct the work not approved by Lessor and shall resubmit revised plans and specifications for approval. If the Lessor does not notify Lessee of its objections within 10 business days after receiving the plans and specifications, Lessor shall be deemed to have approved them. Lessee shall construct all alterations in accordance with the plans and specifications approved by Lessor, using new and first-class materials and in compliance with all applicable laws, rules, regulations and orders of governmental authorities. Lessee shall obtain and furnish Lessor with copies of all certificates, permits and approvals relating to the alterations that may be required by any governmental authority for the issuance of a certificate of occupancy, certificate of compliance or other approval of the Premises.

14. **Liens**: Lessee shall not permit the Premises to become subject to any lien, claim, notice, judgment, charge or encumbrance whatsoever, and subject to 768.28, Florida Statutes Lessee shall indemnify and hold the Lessor harmless from and against such lien, claim, notice, judgment, charge and encumbrance. Lessee shall have no authority, express or implied, to create or consent to any lien, charge or encumbrance on the Premises. All materialmen, contractors, artisans, mechanics, workers, laborers and other persons contracting with Lessee in respect to the Premises or any part of the Premises are now charged with notice that they must look only to the Lessee and not to this Lease, the Lessor, or the Premises to secure or obtain payment of any bill for work done or material furnished or for any other purpose during the term of this Lease. In the event that any lien, judgment, claim, charge, or encumbrance is filed against the Premises for money that Lessee owes or contracts for, Lessee shall cause it to be released of record within 20 days after the filing of the lien, judgment, claim, charge, or encumbrance. Lessee's violation of this provision or the failure by Lessee to comply with this provision shall be an Event of Default.

15. **Condemnation**:

15.1 Lessee waives any claim of loss or damage to Lessee or right or claim to any part of the award as a result of the exercise of the power of eminent domain of any governmental agency, whether such loss or damage results from condemnation of part of all of the Premises or any part or portion of the parking area or of the entrances or exits of the Premises or any part of the Premises, and Lessee assigns to Lessor all such causes or claims. Should any power of eminent domain or condemnation be exercised against the Premises which measurably interferes with or diminishes the Lessee's actual occupancy of the Premises, the sole and exclusive remedy of Lessee is that the rentals otherwise due under this Lease shall be abated in an amount proportionate with the actual loss or diminishment of the occupancy of the Premises suffered by Lessee.

15.2 In the event of an entire or partial permanent taking or condemnation that shall render the Premises clearly unsuitable for the uses stated in this Lease, the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority, and the Lessee shall have no claim against Lessor for the termination of the Lease, for severance, moving, or relocation costs, the value of any unexpired term of this Lease, for any increased costs of replacement property, or for any other claim or cause of action.

15.3 Provided further, by mutual agreement between the parties, if Lessor has additional exterior parking and access areas located immediately adjacent and contiguous to the specific land space leased unto the Lessee as described in this Lease, the Lessor may substitute such other land space in place of the portions taken by the condemning authority, in which event the Lessee shall have the option to accept the substituted land space and shall have no additional claim for damages or loss against the Lessor, nor shall Lessee have any cause to terminate this lease, and this lease shall continue unabated, with the substituted land space.

15.4 Reconstruction--Damages To Premises And Proceeds: In the event or occurrence of the destruction, damage, or loss of any kind to the Premises, or any part of the Premises, by reason of fire, rising water, floods, wind storm, or other casualty, the following provisions shall apply and control:

15.5 Immediately, but no later than 24 hours after the occurrence of any event of such damage or loss, Lessee shall notify the Lessor as to such occurrence, giving any details as the event requires. Lessee shall immediately take all steps necessary to protect and preserve the Premises and Lessee's own personal property.

16. **Entry, Inspection and Other Rights Reserved To Lessor**. Lessee will allow Lessor to enter the Premises for inspection or for any other purpose which Lessor deems necessary for the safety, comfort or preservation of the Premises or Building. During business operations, Lessor may close entrances, doors, corridors,

elevators or other facilities, all without liability to Lessee by reason of interference, inconvenience or annoyance. Lessee will permit Lessor at any time within the earlier of 90 days prior to the expiration of this Lease or (ii) failure of Lessee to cure a default within 72 hours of notice by Lessor to bring prospective lessees on the Premises for purposes of inspection and to put or keep on the doors or windows thereof a "For Rent" or "For Sale" notice. In furtherance of such rights, Lessor shall retain a key to the Premises and Lessee shall not install any new locks to the Premises without the prior written consent of Lessor, unless Lessee furnishes Lessor with a copy of such key. No entry pursuant to this Paragraph shall in any way be deemed a breach of the covenant of quiet enjoyment. Lessor reserves the right to change the name and/or street address of the Building without liability of Lessor to Lessee. In the event of an emergency, Lessee hereby grants to Lessor the right of enter the Premises at any time.

17. **Personal Property.** For purposes of this Lease, the term "Lessee's Property" shall mean all office furniture and equipment, movable partitions, communications equipment, inventory, and other articles of movable personal property owned or leased by Lessee and located in the Premises, but shall not include any permanently attached fixtures ("Lessor's FF&E"). All Lessee's Property shall be and remain the property of Lessee throughout the Term of this Lease and may be removed by Lessee at any time during the Term. All Lessor's FF&E shall be and remain the property of Lessor throughout the Term of this Lease, unless specifically purchased by and conveyed to Lessee after the Commencement Date, and may not be removed from the Premises without Lessor's prior consent. On or prior to the expiration of this Lease, Lessee shall remove all Lessee's Property from the Premises without leaving any noticeable damage to the Premises, but shall leave Lessor's FF&E in the Premises. If Lessee leaves noticeable damage to the Premises as a result of Lessee's removal of Lessee's Property, or if Lessee has noticeably damaged Lessor's FF&E (excluding reasonable wear and tear), Lessor shall give Lessee written notice and Lessee shall have 10 days after that to remove or repair the damage, after which time, Lessor may repair the damage and Lessee shall reimburse Lessor for all costs and expenses reasonably incurred by Lessor in repairing the damage. Notwithstanding the foregoing, any built-in items placed on the Premises by Lessee shall become a part of the Premises and the property of Lessor.

18. **Loss or Damage to Tenant's Property.** Lessor shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling walls or ceilings, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances, plumbing works, or form the roof, street, subsurface, or form any other place, by dampness, or by any other cause of whatsoever by nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the Premises, occupants of property adjacent to the Shopping Center or the public, or for damage caused by operations in construction of any private, public, or quasi public work. All property of Lessee, kept or stored on the premises, shall be at Lessee's risk, and Lessee shall hold Lessor harmless from all claims arising out of damage to

same, including subrogation claims by Lessee's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of the Lessor. Lessee acknowledges and agrees that Lessor is not responsible for the security of the Premises or the Building in general. Nor shall Lessor be liable for any latent defect in the Premises or in the Building.

19 Intentionally deleted

20. **Insurance.**

20.1 Building Insurance. Throughout the Term, Lessee shall keep the buildings and improvements included in the Premises, as well as Lessee's personal property and Lessor's FF&E, insured for the "full replacement value" thereof against loss or damage by perils customarily included under standard policies with a deductible not in excess of $10,000.00, together with extended coverage. Each such policy of insurance shall name Lessor as an additional insured and provide that the same will not be canceled without at least 30 days' prior written notice to Lessor. On or before the Commencement Date, Lessee shall deliver to Lessor certificates of insurance, showing that the insurance required to be maintained pursuant to the foregoing provisions of this Lease is in force and will not be modified or canceled without 30 days prior written notice being furnished to Lessor. Thereafter, not less than 30 days prior to the expiration or termination of each such policy, Lessee shall furnish to Lessor certificates showing renewal of, or substitution for, policies that expire or are terminated during the Term of the Lease. In the event of any casualty the insurance proceeds shall be made available for restoration purposes as provided in this Lease.

Lessee shall also reimburse Lessor for any and all amounts expended by Lessor in insuring the Premises, including but not limited to any and all premiums expended for wind, flood, or hazard insurance. It is however the intent of the parties that Lessee shall remain obligated to obtain all insurance for the premises and Lessor shall only be obligated to obtain same in the event that Lessee is unable to and only after written notice of such from Lessee. This paragraph does not however obligate Lessor to obtain any insurance whatsoever on the premises.

20.2 Lessee's Liability Insurance. Throughout the Term, Lessee shall maintain commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage in respect of the Premises and the conduct or operation of its business in the Premises, naming Lessor as an additional insured, with a combined single limit for bodily injury and property damage liability of not less than $500,000.00 in any one occurrence with a maximum aggregate coverage limit of $1,000,000.00. Each policy of insurance shall provide that the same will not be canceled without at least 30 days' prior written notice to Lessor. On or before the Commencement Date, Lessee shall deliver to Lessor certificates of insurance, showing that the insurance required to be maintained pursuant to the foregoing provisions of this Section is in force and will not be modified or canceled without 30 days prior written notice being furnished to Lessor. After that, not less than 30 days prior to the expiration or termination of each such policy,

Lessee shall furnish to Lessor certificates showing renewal of, or substitution for, policies that expire or are terminated during the Term of the Lease.

20.3 Other Insurance. During the Term, Lessee shall, at its expense, also secure and maintain the following policies of insurance to wit: (i) workers' compensation insurance as required by law; (ii) during the course of construction of any improvements, including, but not limited to Alterations, and until completion of the improvements, builder's risk insurance for replacement value covering the interest of Lessor and Lessee (and their respective contractors, subcontractors and Lessor's mortgagees) and all work incorporated into the Premises and all materials and equipment in or about the Premises; (iii) business interruption insurance with respect to the Premises in an amount of coverage reasonably sufficient to pay, if necessary, the Rent and other charges under this Lease for the period of time not less than 1 year. Each policy of insurance shall have attached to it an endorsement that the policy shall not be cancelled or materially changed without at least 30 days' prior written notice to Lessor, and any mortgagee of the Premises, and that no act or thing done by Lessee shall invalidate the policy as against Lessor or any mortgagee of the Premises. Before the Commencement Date, the Lessee obtaining the insurance shall deliver certificates of insurance (with receipts or other evidence of full payment of the premiums and a copy of the policy) to the Lessor, and thereafter, not less than 30 days prior to the expiration of each insurance policy required to be furnished pursuant to this Lease, the party obtaining the same shall deliver to the other party a renewal certificate, together with receipts for it.

20.4 Lessee and Lessor shall cooperate with each other in expediting the obtaining of insurance recoveries. All such insurance shall also contain any other endorsements that any first mortgagee of the Premises shall reasonably request.

20.5 Subrogation. Lessor and Lessee each release each other from liability to the extent of insurance maintained or required to be maintained under this Lease. Lessor and Lessee shall each obtain from their respective insurers under all policies of insurance maintained by either of them at any time during the Term of this Lease insuring or covering the Premises, a waiver of all rights of subrogation which the insurer of the party might otherwise have, if at all, against the other party.

21. **Hold Harmless:**

21.1 The County, 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 tortuous acts, which result in claims or suits against either the Lessor or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Subject to the provisions of F.S. 768.28, Lessee shall indemnify and hold harmless Lessor, its agents, representatives, employees, assigns or successors: (1) against and from

all claims, costs, losses, damages, judgments, expenses, attorney's fees or any other liabilities arising from Lessee's use of the Premises or from any activity permitted or suffered by the Lessee or its employees, guests or invitees in or about the Premises; (2) against and from Lessee's failure to comply with any law, rule, regulation or order of any governmental authority; and (3) against and from all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease.

22. **Negation of Personal Liability**. Notwithstanding anything to the contrary contained in this Lease, Lessee agrees that Lessor (and, in case Lessor is a joint venture, partnership, tenancy in common, association or other form of joint ownership, the partners, members and employees of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership) shall have absolutely no personal liability with respect to any of the provisions of this Lease, or any obligation or liability arising from or in connection with the provisions of this Lease. No covenant or agreement contained herein shall be deemed to be a covenant of any member, officer, agent, or employee of the County in his or her individual capacity and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this lease.

23. **Rules and Regulations**. Lessor shall have the right to establish, modify and/ or rescind reasonable rules and regulations governing the use and general management of the Shopping Center in its sole discretion. The rules and regulations shall be binding on the Lessee on delivery of a copy of them to Lessee. The rules and regulations as may be adopted by Lessor after the execution of this Lease for the safety, cleanliness and operation of the Building and the preservation of good order therein and for the most efficient use by all lessees, agents, employees, invitees and visitors of the automobile parking spaces provided by Lessor, if any, are expressly made a part of this Lease and Lessee agrees to comply with such rules and regulations. No rules and regulations shall prohibit the reasonable use of the Premises by Lessee its agents, employees, invitees and visitors for the purposes permitted by this Lease. The Lessor shall not be responsible to Lessee for any nonobservance of such rules and regulations by any other lessee of the Building.

24. **Assignment and Subletting**. Without the written consent of the Lessor, first obtained in each case, Lessee shall not assign, sublet, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease during the term hereof or permit the premises to be occupied by any other persons. Any Disposition without Lessors written consent shall be void and confer no rights upon any third person. Lessor reserves the right to refuse to give such consent if Lessee is in default hereunder

26. **Utilities and Services.** Electricity, water and sewer, trash removal and any other utilities for the Premises shall be separately metered and billed when possible in the name of Lessee, and the cost of those utilities, together with the cost and performance of janitorial, telephone, and security service for the Premises shall be Lessee's sole responsibility. In the event that the utilities cannot be separately metered, Lessee will pay it's pro-rata share of total Building expenses to provide such services. Lessor shall not be liable to Lessee for any interruption in the service of any utility. No interruption or failure of such utilities or services shall relieve Lessee from the obligation to pay the full amount of rent and other charges reserved in this Lease, nor shall the same constitute a constructive or other eviction of Lessee.

Lessee shall promptly pay for all public utilities rendered or furnished to the Premises from and after the date Lessee assumes possession of said Premises, including but not limited to, water, sewer, gas, electricity, heat and air conditioning. Lessor shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Premises nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder. Lessee shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in, or serve the Premises. If Lessee desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities to be provided by Lessor, such installation shall be subject to Lessor's prior written approval of Lessee's plans and specifications therefore. If approved by Lessor, Lessee agrees to pay Lessor, on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

Except as otherwise provided in this Section, Lessor shall not be responsible for providing any meters or other devices for the measurement of utilities supplied to the Premises. Lessee shall make application for and arrange for the installation of all such meters or other devices and Lessee shall be solely responsible for and promptly pay, as and when the same become due and payable, all charges for water, sewer, electricity, gas, telephone and any other utility used for or consumed in the Premises.

Should landlord elect or be required to supply any utility services used or consumed in the Premises, Lessee agrees to pay as additional rent an amount not to exceed that which the utility company would have charged Lessee for furnishing such utilities. If Lessor is furnishing tenant any utility or utilities hereunder, Lessor, at any time, at Lessor's option and upon not less than thirty (30) days prior notice to Lessee, may discontinue such furnishing of any such utility to the Premises, and in such case, Lessee shall contract with the public service company supplying such utility service for the purchase and obtaining by Lessee of such utility directly from such public service company.

27. **Notices.** In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand on the Lessee, it shall be sufficient: to send a written copy of the notice or demand by United States certified mail, postage prepaid, addressed to the Lessee as follows:

Norma Kula	AND	County Attorney's Office
Director of Monroe County Library		P.O. Box 1026
101485 Overseas Highway		1111 12th Street, Suite 408
Key Largo, FL 33037		Key West, FL 33040

All notices or demands shall be signed by the Lessor or its agent. Where the Lessee desires to serve notice or demand on the Lessor, such notice or demand shall be sent certified mail return receipt requested, postage prepaid to Lessor at the following address: 513 Fleming Street # 1, Key West, Florida 33040. Except as otherwise provided in this Lease, notice given by personal delivery shall be effective as of the date of delivery; notice mailed shall be effective as of the second day (not a Saturday, Sunday or legal holiday) next following the date of mailing; notice by Federal Express Overnight Service shall be effective on the next business day following the date of sending.

28. **Lessee's Default**: The occurrence of any one or more, singularly or collectively, of the following shall constitute an Event of Default and a breach of this Lease by Lessee:

28.1 The vacating or abandonment of the Premises by the Lessee;

28.2 The subletting or assignment of the Lease or of any portion of the Premises by the Lessee without Lessor's prior written consent;

28.3 The alteration, improvement or addition to the Premises by the Lessee without Lessor's prior written consent;

28.4 The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee under this Lease including, but not limited to, all rent, penalties, late payments, and all reimbursement owed to Lessor under this Lease, as and when due.

28.5 The intentional or negligent damage or destruction to the Premises by the Lessee;

28.6 The failure by the Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee.

28.8 The violation by the Lessee of any rules, laws, or regulation of any governmental agency, including the commission by the Lessee of any act in violation of any statute deemed to be a felony or of moral turpitude, or the commission by the Lessee of acts of nuisance to neighbors.

29. **Lessor's Remedies**: In the case of the default/breach occurrences described in above, The Lessor shall first give the LESSEE a written notification stating the default/breach. The LESSEE shall be notified that he has 10 days to correct the default/breach. If the nature of the default/breach is such that it cannot be cured in 10 days, the LESSEE shall inform the Lessor in writing of the reason why the default/breach

cannot be cured in 10 days and shall provide a written plan showing how the default/breach will be cured in a timely manner. If the LESSEE has not corrected the default/breach at the end of the 10 days or if the LESSEE has provided a cure plan, which the LESSEE has failed to timely and diligently execute, then the Lessor may terminate the lease. In the case of termination , Lessor shall provide LESSEE 30 days notice.

29.3 The Lessor may pursue all other remedies that are now or that later become available to Lessor under the laws or judicial decisions of the State of Florida.

29.8 No waiver of any default or non-exercise of a right under this Lease shall waive any other default, or the same default on a future occasion, or preclude exercising any other right or the same right on a future occasion.

30. **Surrender Of Demised Premises**. Lessee agrees to surrender the Premises at the termination of the tenancy in the same condition as received by Lessee, reasonable use and wear excepted.

31. **Holding Over**. Unless a renewal agreement has been executed and in case of holding over by Lessee after expiration or termination of this Lease, Lessee shall be deemed a lessee at sufferance and will be liable for Lessor's damages due to such holdover and, in addition, shall pay for each month of such holdover period double the amount of the rent and other charges accruing for the last month during the term of this Lease. No holding over by Lessee after the term of this Lease shall operate to extend the Lease, except that Lessor, at its option, by written notice to Lessee, may elect to consider Lessee's withholding of the Premises as a holdover of this Lease and treat Lessee as a lessee for another year on the same terms and conditions as are contracted in this Lease, in which case the total rental shall be double the rate stipulated in this Lease. The foregoing provisions of this section are in addition to and do not affect Lessor's right of re-entry or any other right of Lessor hereunder or as provided by law.

32. **Attorney's Fees And Costs**: The prevailing party in any action under or concerning this Lease shall recover from the other party reasonable attorney's fees and costs, whether or not suit be brought, including attorney's fees and costs on appeal, plus all other reasonable expenses incurred by the prevailing party in exercising any of the rights and remedies under this Lease, including, without limitation, court costs, other legal expenses and attorney's fees incurred in connection with consultation, arbitration,

mediation, alternative dispute resolution, and litigation. These fees, costs, and expenses shall bear interest at the highest rate available by law until paid.

33. **Litigation and Venue**. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Lessor and Lessee submit to the non- exclusive personal jurisdiction in the State of Florida, the courts of Florida and the United States District Courts sitting in Florida, for the enforcement of this Lease. Lessor and Lessee each waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of Florida for the purpose of litigation to enforce this Lease. Any litigation arising between the parties shall be maintained solely in the state court of competent jurisdiction in Monroe County, Florida.

34. **Non-waiver of Breach**. Lessor's failure to take advantage of any default or breach of covenant on the part of Lessee shall not be construed as a waiver of the breach, nor shall any custom or practice which may grow between the parties in the course of administering this Lease be construed or to waive or to lessen the right of Lessor to insist on the strict performance by Lessee of any term, covenant or condition of this Lease, or to exercise any rights of Lessor on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease. The presentation of any rent or other charge under this Lease in the form of a check marked by Lessee to constitute a waiver of any default shall not constitute such waiver even though endorsed and cashed by Lessor unless Lessor expressly agrees to waive such default by separate written instrument No surrender of the Premises for the remainder of the term of this Lease shall operate to release Lessee from liability under this Lease.

35. **Subordination. Attornment Estoppel Letters**:

35.1 Notwithstanding any provision of this Lease or of statute to the contrary, all of Lessee's rights and privileges under this Lease, except as expressly provided below, are and shall always be, subject and subordinate to the rights of the Lessor and to any mortgage executed or assumed by Lessor encumbering the Premises, whether currently existing or subsequently placed on the Premises.

35.2 The holder of any such recorded mortgage, or the purchaser at any foreclosure sale under a power of sale contained in any Mortgage, or any assignee thereof shall have the right to demand the Lessee to attorn to, and recognize the mortgage holder or purchaser, as the case may be, as Lessor under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease.

35.3 The above provisions shall be self-operative and no further instrument shall be necessary unless required by any such mortgage holder or purchaser at foreclosure sale. By the execution of this Lease and the acceptance of possession of the

Premises, Lessee expressly consents to and acknowledges the rights of the holder of such mortgage and of any purchaser at foreclosure sale. Notwithstanding anything to the contrary set forth above, any mortgage holder may at any time subordinate its Mortgage to this Lease, without Lessee's consent, by notice in writing to Lessee, and on that event this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery and/or recording and in that event the Mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed and a memorandum of this Lease recorded prior to the execution, delivery and recording of the Mortgage and as though this Lease had been assigned to that Mortgage holder. Should Lessor or Mortgage holder or purchaser at foreclosure sale desire confirmation of either such subordination or such attornment, as the case may be, Lessee on written request, and from time to time, shall promptly execute and deliver without charge and in recordable form satisfactory to Lessor, the Mortgage holder or to the purchaser at foreclosure sale all instruments and/or other documents that may be requested to acknowledge the subordination and/or agreement to attorn.

35.4 In the event Lessee fails to execute and deliver, in recordable form, the instruments and documents as required above within 10 days after request in writing by Lessor or holder of the Mortgage or purchaser at foreclosure sale, as the case may be, Lessee now makes, constitutes and appoints Lessor or the Mortgage holder or the purchaser at foreclosure sale, as the case may be, as Lessee's attorney-in-fact and directs Lessor or holder of the Mortgage or purchaser at foreclosure sale, as the case may be, to execute and deliver the instruments and documents in its name, place and stead, or Lessor may treat the failure as a deliberate breach and an Event of Default. This power of attorney is given and coupled with an interest and is irrevocable.

35.5 Notwithstanding any other provision herein, it is agreed that the failure or refusal of Lessee to execute, acknowledge and deliver to Lessor or mortgage holder a statement in accordance with the provisions herein within the 10 day period shall constitute an acknowledgment by Lessee, which may be relied on by any person holding or intending to acquire any interest whatsoever in the Premises, that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the Basic Rent and additional rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request, and shall constitute, as to any persons entitled to rely on the statements, a waiver of any defaults by Lessor or defenses or offsets of the written request, and Lessor at its option, may treat Lessee's failure as a deliberate Event of Default.

36. **Transferability By Lessor**. Lessor shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations under this Lease as part of a conveyance of the Building and underlying property, and at the time of the assignment of this Lease or conveyance of the Building, the Lessor named in this Lease shall be released from all subsequent obligations or liabilities under this Lease, and Lessor's successor in interest shall become the new Lessor under this Lease and responsible to Lessee for all obligations of Lessor.

37. **Amendment Of Lease.** This Lease may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought. This Lease and any exhibits contain the entire agreement reached in all previous negotiations between the parties and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set forth here.

38. **Quiet Enjoyment.** Lessee shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Lessee pays the rental specified in this Lease and performs all the covenants and agreements contained in this Lease.

39. **Kiosks and other Free Standing Buildings.** In addition to the rights set above, Lessor shall further have the right to construct and to lease free-standing buildings in the common areas.

40. **Signage and Window Treatments.** So long as all signage is approved and properly permitted by Monroe County, Lessor will allow Lessee, at it's expense ,to install any signs pertinent and relating to Monroe County Library. Lessor shall cooperate with Lessee's efforts to obtain any permit, approval or consent necessary or desirable in connection with the installation of any sign. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering advertising or other things as may be approved by Lessor in good condition and repair at all times. Furthermore, if a Lessor consents to a sign requiring electricity, Lessee agrees to have installed an electric circuit from Lessee's electrical panel box. Said circuit needs to satisfy the sign manufacturers requirement as well as all code requirement. Under no circumstances shall the Lessee's sign be powered from an electrical source used for common area purposes.

41. **Displays.** The Lessee may not display or sell merchandise or allow grocery carts or other similar devices within the control of Lessee to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Lessee further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

42. **Parking.** Lessee shall be responsible, at Lessee's sole cost and expense, for the payment of all parking, impact or other fees related to Lessee's use or occupancy of the Premises or Building.

43. **Alarm Box.** Should Lessee install an alarm box, that alarm box must not be visible from the street.

44. **Brokerage.** Lessee represents and warrants that there are no brokers involved in this Lease transaction except _____[if left blank, none shall be deemed inserted] to whom commission shall be paid by Lessor by separate agreement (if name inserted). Lessee agrees to indemnify, defend and hold Lessor harmless from and against

all costs, claims, liabilities, expenses or damages of any kind whatsoever (including but not limited to attorney's fees and costs at all tribunal levels) arising from any such brokerage claim made by any one other than the above named broker (if name inserted).

47. **Severability**. Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant to this Lease, by judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

50. **Binding Effect**. Submission of this instrument for examination does not constitute a reservation of or option for the Premises or an offer to rent the same. The instrument becomes effective as a Lease only on execution and delivery by both Lessor and Lessee.

51. **Successors and Assigns.** All of the terms and agreements contained in this Lease shall be binding on and inure to the benefit of the parties to this Lease, and their heirs, legal representatives, successors and assigns. Any sale or transfer of the Premises by Lessor during the Term shall be made by an instrument that expressly refers to this Lease as a burden on the Premises.

52. **Joint and Several Obligations.** If Lessor includes more than one person or entity, the obligations shall be joint and several of all such persons and entities.

53. **Force Majeure**. This Lease and the obligations of the Lessee under this Lease shall not be affected or impaired and Lessor shall not be liable in the event Lessor is unable to fulfill any of its obligations under this Lease or is delayed in doing so if such inability or delay is caused by "force majeure." The term "force majeure" as used in this Lease shall mean "Acts of God," labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, acts of terrorism or other cause beyond Lessor's control.

54. **Interpretation**. The captions, sections, clauses, article numbers, section numbers and table of contents, if any, of this Lease are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision of this Lease. The parties intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. If there is more than one Lessee, the obligations and liabilities imposed on Lessee by this Lease shall be joint and several. The words "Lessor" and "Lessee" shall also extend to and mean the successors in interest of the respective parties and their permitted assigns, although this shall not be construed as conferring on the Lessee the right to assign this Lease or sublet

the Premises or confer rights of occupancy on anyone. All charges due from Lessee to Lessor under this Lease, including, without limitation, any charges against Lessee by Lessor for services or work done on the Premises by order of Lessee, except sales tax, shall be deemed additional rent shall be included in any lien for rent, and shall be paid (including sales tax) without set-off or defense of any kind. This Lease has been fully negotiated and reviewed by the parties and their counsel and is the work product of both Lessor and Lessee; it shall not be more strictly construed against either party. Provisions inserted in or affixed to this Lease shall not be valid unless appearing in the duplicate original held by the Lessor and initialed by the Parties. In the event of variation or discrepancy, the Lessor's duplicate shall control. This Lease and the exhibits, schedules, addenda, riders, and guaranty, if any, attached to this Lease are incorporated in this Lease and set forth the entire agreement between the Lessor and Lessee concerning the Premises and Building and there are no other agreements or understandings between them. This Lease and its exhibits, schedules, addenda, riders, and guaranty, if any, may not be modified except by agreement in writing executed by the Lessor and Lessee Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes the Lessor a partner of the Lessee or a joint venturer or member of a common enterprise with the Lessee. Wherever necessary to properly construe this Lease, the use of the singular shall include the plural and the use of the masculine shall include feminine.

55. **No Remedy Exclusive** No remedy or election under this Lease shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. The various rights and remedies contained in this Lease and reserved to the Lessor shall not be exclusive of any right or remedy of Lessor, but shall be construed as cumulative and shall be in addition to every other remedy now or subsequently existing at law, in equity or by statute. No delay or omission of the right to exercise any right or remedy by Lessor shall impair any right or power, nor shall the delay or omission be construed as a waiver of any subsequent or prior default or as acquiescence in any default.

56. **Consents and Approvals**. If, pursuant to any provision of this Lease, the consent or approval of either party is required to be obtained by the other party, then, unless otherwise provided in this Lease, the party whose consent or approval is required shall not unreasonably withhold, condition or delay its consent or approval.

57. **Radon Gas Notification.**

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

58. **Payment or Performance.** Lessor shall have the right, on 7 days prior written notice to Lessee (or without notice in case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred pursuant to this Lease), to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising that right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing in this Lease shall imply any obligation on the part of Lessor to make any payment or perform any act required of Lessee, and the exercise of the right to do so shall not constitute a release of any obligation, waiver of any default or obligation of Lessor to make any similar payment or perform any similar act in the future. All payments made, and all costs and expenses incurred in connection with Lessor's exercise of the right set forth in this Section, shall be reimbursed by Lessee within 5 days after receipt of a bill setting forth the amounts so expended, together with interest at the rate of 12 % per annum from the date the sums are incurred by Lessor. Any such payments, costs and expenses made or incurred by Lessor shall be treated as Additional Rent owed by Lessee.

59. **Truth of Statements.** Lessee warrants to Lessor and to anyone to whom Lessor assigns this Agreement that each statement made by any Lessee to Lessor in, and in connection with, this Lease is true.

60. **Bankruptcy.** Lessee acknowledges and confirms that, in any bankruptcy it/he/she may file during the life of this Lease, that Lessee shall provide Lessor with a consent to any motion for relief from the automatic stay filed by Lessor concerning this Lease and further shall sign all documents and take all steps necessary to provide Lessor with complete and total relief from the automatic stay concerning this Lease, without delay, and Lessee's signature on this Lease shall constitute that consent.

61. **No Agencies, Partnership or Joint Venture.** Nothing in this Agreement, nor acts of the Parties, shall be deemed or construed as in any way creating a relationship including, without limitation, agency, partnership, joint venture or any other similar relationship between the Lender and Borrower.

62. **Facsimiles and Counterparts.** This Agreement may be executed in one or more counterparts, all of which may be deemed an original and together shall constitute one and the same Agreement. Facsimile copies with original signatures may be used, however, all documents delivered pursuant hereto must be originals.

63. **Exhibits.** All Exhibits attached hereto are incorporated herein as though fully set forth and shall be considered a part of this Lease.

64. **General Provisions:**

64.1 The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions of this Lease, and the Lease shall be construed in all respects as if the invalid or unenforceable provision were omitted.

64.2 Notwithstanding any express or implied amount of interest charged or due under this Lease which may be in excess of the highest rate allowable by law for such amounts, those amounts shall be amended to be not more than the highest rate allowable by law.

64.3 Time is of the essence of this Lease and all of its provisions in which some performance within a stated time is a factor or is required.

64.5 The waiver or nonenforcement by Lessor of any terms, covenant or condition contained here shall not be deemed to be a waiver of that term, covenant or condition. Any subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding default by Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding default at the time of the acceptance of the rent.

64.6 This Lease has been drafted by counsel for Lessor as a convenience to both parties, and both parties have read and negotiated all of the language used in this Lease. The parties acknowledge and agree that because all parties participated in negotiating and drafting this Lease, no rule of construction shall apply to this Lease which construes any language, whether ambiguous, unclear or otherwise in favor of or against any party by reason of that party's role in drafting this Lease.

64.8 If the Lessee vacates or abandons the Premises and leaves any personal property either in the Premises or anywhere about the building or its lawns or parking areas, then Lessee shall be deemed to have abandoned the personal property and it will be disposed of by Lessor, with Lessee's liability to Lessor for the cost of disposal. The property shall be deemed to be vacated or abandoned on Lessee's failure to continuously occupy the Premises for a period of 30 days or more without the prior written notice to Lessor of an intended absence.

64.9 Lessee shall not permit the accumulation of rubbish, refuse, garbage, trash, or similar waste on the Premises. On the failure of Lessee to remove any accumulation of such rubbish within 3 days after receipt of written notice to remove it, Lessor shall have the right to remove it, in which event the costs of removal incurred by Lessor shall be paid by the Lessee as additional rent for the month immediately following the month during which the expense is incurred by Lessor. At the option of the Lessor, the Lessor shall have the right to declare the failure of Lessee to remove the rubbish as an Event of Default.

64.10 On Lessee paying the rent reserved under this Lease and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have the quiet possession of the

Premises for the term of this Lease, subject to all the provisions of this Lease. Lessee's right of quiet enjoyment shall terminate on the occurrence of any Event of Default, or on the occurrence of any event, which would be an Event of Default on the giving of any notice required to be given.

64.11 Lessor shall not be required to perform any covenant or obligation under this Lease, or be liable for damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed or caused by an act of God, force majeure, war, civil unrest, or Lessee. For purposes of this Lease, an act of God or force majeure is defined as strikes, lockouts, sit downs, material or labor restrictions by a governmental authority, unusual transportation delays, riots, floods, washouts, explosions, fires, storms, weather (including wet grounds or inclement weather which prevents construction), settlement of the soils, sink-holes, rising waters, lightning, electrical surges or brownouts, acts of the public enemy, wars, insurrections, and or any other cause not reasonably within the control of Lessor or by the exercise of due diligence Lessor is wholly or in part unable to prevent or overcome.

29. **Nondiscrimination.** Lessor and Lessee 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 Lease Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Lessor and Lessee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Sections 13-101, et seq.,

Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease Agreement.

30. **Covenant of No Interest**. Lessor and Lessee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease Agreement, and that the only interest of each is to perform and receive benefits as recited in this Lease Agreement.

31. **No Solicitation/Payment**. The Lessor and Lessee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Lease Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Lease Agreement. For the breach or violation of the provision, the Lessor agrees that the Lessee shall have the right to terminate this Lease Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. **Public Access**. The Lessor and Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Lessor and Lessee in conjunction with this Lease Agreement; and the Lessee shall have the right to unilaterally cancel this Lease Agreement upon violation of this provision by Lessor.

33. **Non-Waiver of Immunity**. Notwithstanding the provisions of Sec. 786.28, Florida Statutes, the participation of the Lessor and Lessee in this Lease Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Lessee be required to contain any provision for waiver.

34. **Privileges and Immunities**. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of

the Lessee, when performing their respective functions under this Lease Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

35. **Legal Obligations and Responsibilities**: Non-Delegation of Constitutional or Statutory Duties. This Lease Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Lease Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the Lessee, except to the extent permitted by the Florida constitution, state statute, and case law.

36. **Non-Reliance by Non-Parties**. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Lessor and Lessee agree that neither the Lessor nor the Lessee or any agent, officer, or employee of either 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 Lease Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease Agreement.

37. **Attestations**. Lessor agrees to execute such documents as the Lessee may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

The parties certify that they have carefully read and understood every word in this Lease and by signing agreed to faithfully comply with its provisions.

LESSEE: Board of County Commissioner of Monroe County, Florida

By: _____
Mayor, Monroe County

ATTEST: Clerk, Danny L. Kolhage

By: _____
Deputy Clerk

LESSOR: BIG PINE SHOPPING CENTER, LLC

By: _____ 3/8/11
Gary Onderdonk Date

_____ 3/8/11
Witness Date

_____ 3.8.2011
Witness Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/7/11

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292- 4510

Graham

AGENDA ITEM WORDING: Approval of Amendment #002 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/2016 to 12/31/2016.

ITEM BACKGROUND: The OAA program is a Federal program initiative that provides assistance to older persons and caregivers and is the only Federal supportive services program directed solely toward improving the lives of older people. STEPS in the Right Direction, a Miami-Dade based organization that previously served clients in both Miami-Dade and Monroe Counties, closed their business effective 12/31/2015. To avoid any disruption of services to the elderly residents of Monroe County who were being served by STEPS, Monroe County Social Services agreed to absorb all of STEPS' clientele who resided in Monroe County effective 1/1/2016. The Alliance for Aging allocated the appropriate amount of funding to allow Monroe County Social Services to absorb these clients onto our caseload effective 1/1/2016.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted for Amendment #001 to Standard Contract AA-1629 between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016 on 2/10/2016.

CONTRACT/AGREEMENT CHANGES: Increase funding by $166,913.70

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $612,015.35 **BUDGETED**: Yes ___ No ___

COST TO COUNTY: 10 % CASH MATCH **SOURCE OF FUNDS:** ____

REVENUE PRODUCING: Yes __ No __ **AMOUNT PER: MONTH: YEAR:**

APPROVED BY: County Atty ___ OMB/Purchasing CB Risk Management MS CA

DOCUMENTATION: Included X Not Required ____ To Follow _____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc. (AAA)

Contract: AA-1629 Amendment #002
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description: Approval of Amendment #002 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/2016 to 12/31/2016.

Contract Manager:	Sheryl Graham	305-292-4510	Social Services/Stop 1
	(Name)	(Ext.)	(Department/Stop #)

For BOCC meeting on 3/23/2016 Agenda Deadline: 3/08/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $612,015.35

Current Year Portion: $_____

Budgeted Yes ☐ No ☐

Account Codes: _125-6153016__-_IIIB_____
_125-6153116__-_C1_____-_____-
_125-6153216__-_C2_____-_____-
_125-6153416__-_IIIE_____-_____-

County Match: $ **10% CASH MATCH**
Additional Match:
Total Match $ **10% CASH MATCH**
Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

ADDITIONAL COSTS
For: _____
(e.g. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Director	2/22/16	Yes ☐ No χ	Graham	3/8/2016
Risk Management	3-9-16	Yes ☐ No ☑	M. Sleet	3-9-16
O.M.B./Purchasing	3/9/16	Yes ☐ No ☑	Christina Borchelt	3/9/16
County Attorney	3/8/16	Yes ☐ No ☒		3/9/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT is entered into between the Alliance of Aging, Inc. hereinafter referred to as the **"Alliance"**, and **Monroe County Board of County Commissioners, Social Services/In-Home Services,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this amendment is to make the following changes to the existing contract for IIIB, IIIE, and IIIES funding. All increases in funding are Recurring. The additional Recurring funds are to be used to serve clients previously served by STEPS in the Right Direction.

Increase Chore - 3B by	**$8,891.21**
Increase Homemaker/Personal Care - 3B by	**$87,161.92**
Increase Screening & Assessment - 3B by	**$839.18**
Increase Caregiver Training/Support Group 3E by	**$7,151.26**
Increase Caregiver Training/Support Ind. 3E by	**$15,302.02**
Increase Respite In-Home - 3E by	**$17,302.01**
Increase Screening & Assessment - 3E by	**$431.00**
Increase Chore - 3ES by	**$4,788.07**
Increase Housing Improvement/Material Aid - 3ES by	**$16,991.00**
Increase Specialized Medical Equipment - 3ES by	**$8,056.03**
TOTAL INCREASE	**$166,913.70**

This amendment changes the total OAA contract funding from $445,101.65 to $612,015.35

The Budget Summary by Title for the whole Fiscal Year (January 01 - December 31, 2016) is as follows:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older American Act Administration Title IIIB - Support Services	U.S. Health and Human Services	93.044	$112,530.20
Older American Act Administration Title IIIC1 - Congregate Meals	U.S. Health and Human Services	93.045	$148,654.45
Older American Act Administration Title IIIC2- Home Delivered Meals	U.S. Health and Human Services	93.045	$222,691.01
Older American Act Administration Title III E-Caregiver Support Services	U.S. Health and Human Services	93.052	$96,090.61
Title III ES-Caregiver Support Services			$32,049.08
TOTAL FEDERAL AWARD			**$612,015.35**

The Alliance shall make payment to the provider for the provision of services up to a maximum number of units of service and at the rate(s) stated below (Page 2):

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
CHORE IIIB	**$22.00**	**292**	**404**	**696**	**$15,313.59**
Homemaker/Psnal Care IIB	**$22.00**	**391**	**3,962**	**4,353**	**$95,770.43**
Screening & Assessment IIIB	**$25.00**	**24**	**34**	**58**	**$1,446.18**
Congregate Meals C1	$9.25	15,694	0	15,694	$145,166.45
Congregate Meals Screen C1	$20.00	96	0	96	$1,925.00
Nutrition Counseling Ind C1	$47.50	19	0	19	$926.00
Nutrition Education C1	$0.20	3,185	0	3,185	$637.00
Home Delivered Meals Frozen C2	$6.00	34,347	0	34,347	$206,081.13
Home Delivered Meals Hot C2	$6.00	1,818	0	1,818	$10,906.88
Nutrition Counseling Ind C2	$47.50	4	0	4	$190.00
Nutrition Education C2	$0.20	1,810	0	1,810	$362.00
Screening & Assessment C2	$25.00	206	0	206	$5,151.00
Respite In-Home IIIE	**$20.00**	**999**	**865**	**1,864**	**$37,276.01**
Respite In-Facility IIIE	$10.50	3,323	0	3,323	$34,886.32
Screening & Assessment IIIE	**$25.00**	**42**	**17**	**59**	**1,475.00**
Caregiver Training/Support Group IIIE	**$100.90**	**0**	**71**	**71**	**7,151.26**
Caregiver Training/Support Ind. IIIE	**$75.00**	**0**	**204**	**204**	**15,302.02**
CHORE IIIES	**$22.00**	**101**	**217**	**318**	**7,002.05**
Housing Improvement/Material Aid IIIES	**Cost Reimb.**				**16,991.00**
Specialized Medical Equipment IIIES	**Cost Reimb.**				**8,056.03**
CONTRACT TOTAL AS AMENDED					**$612,015.35**

All provisions in the contract and any attachments thereto in conflict with this amendment shall be are hereby changed to conform with this amendment.
All provisions not in conflict with this amendment are still in effect and are to be performed at the

level specified in the contract are hereby amended to conform with this amendment.
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

PROVIDER: **Monroe County Board of County Commissioners, Social Services/In-Home Services**

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

NAME: Heather Carruthers

TITLE: Mayor

DATE: _____

SIGNED BY: _____

NAME: Max B. Rothman, JD, LL.M.

TITLE: President & CEO

DATE: _____

Prepared on 02/19/2016

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BACK UP

Meeting Date: 2/10/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graha
(305) 292- 4510

Graham

AGENDA ITEM WORDING: Approval of Amendment #001 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/2016 to 12/31/2016.

ITEM BACKGROUND: The OAA program is a Federal program initiative that provides assistance to older persons and caregivers and is the only Federal supportive services program directed solely toward improving the lives of older people. Federal funding is utilized to assist older individuals to attain and maintain maximum independence in a home environment that allows for the capability of self-care with supportive services while avoiding premature institutionalization and/or hospitalization.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted for Standard Contract AA-1629 between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016 on 1/20/2016.

CONTRACT/AGREEMENT CHANGES: See Amendment #001, page 1

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $445,101.65 **BUDGETED**: Yes ___ No ___

COST TO COUNTY: 10 % CASH MATCH **SOURCE OF FUNDS: Grant funds** Client Donations

REVENUE PRODUCING: Yes __ No _ **AMOUNT PER: MONTH: YEAR:**

APPROVED BY: County Atty. ___ OMB/Purchasing CB Risk Management MD

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc. (AAA)

Contract: AA-1629 Amendment #001
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description: Approval of Amendment #001 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016.

Contract Manager: Sheryl Graham (Name) 1/22/16 | 305-292-4510 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 2/10/2016 Agenda Deadline: 1/26/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $445,101.65

Current Year Portion: $_____

Budgeted Yes ☐ No ☐

Account Codes: _125-6153016__-_____
_125-6153116__-_____-_____-
_125-6153216__-_____-_____-
_125-6153416__-_____-_____-

County Match: $ **10% CASH MATCH**
Additional Match:
Total Match $ **10% CASH MATCH**
Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

ADDITIONAL COSTS
For: _____
(e.g. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Director	1/22/16	Yes ☐ No ☒	Graham	1/22/2016
Risk Management	1-22-16	Yes ☐ No ☒		1-22-16
O.M.B./Purchasing	1/25/16	Yes ☐ No ☑		1/25/16
County Attorney	1/22/16	Yes ☐ No ☒		1/22/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT is entered into between the Alliance for Aging, Inc. hereinafter referred to as the "Alliance", and **Monroe County Board of County Commissioners, Monroe County Social Services/ In-Home Services,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this Amendment is to make the following changes to the existing contract.

- **To correct the Referenced Chief Financial Officer Memoranda dates and memo no's. in the main contract body Section 2 and Attachment 1 Section 1.3.2 to read:**
  In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:
  (1) CFO Memo No. 02: Release date, October 3, 2012;
  (2) CFO Memo No. 07: Release date, June 27, 2012;
  (3) CFO memo No. 01: Release date, July 26, 2012; and
  (4) CFO Memo No. 06: Release date, June 30, 2010.

- **To add Section 2.1.2.2 to Attachment 1 to read:**
  The Contractor shall submit a quarterly report of volunteer activities and services electronically on the Internet in a format provided by the Department's Office of Volunteer and Community Services. The quarterly report schedule is as follows:

Report Period	Report Due Date
January 1 - March 31	April 30, 2016
April 1- June 30	July 30, 2016
July 1- September 30	October 31, 2016
October 1 - December 31	January 31, 2017

- **To correct the date to Attachment 1 Section 3.3.6 to read:**
  Date for Final Request for Payment
  The Provider shall submit the final request for payment to the Alliance no later than February 15, 2017.

This amendment does not change the total contract funding of $445,101.65

The Budget Summary by Title for the whole fiscal year (January 1-December 31, 2016) is as follows:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Administration Title IIIB – Support Services	U.S. Health and Human Services	93.044	$15,637.89
Older Americans Act Administration Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	$148,654.45
Older Americans Act Administration Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	$222,691.01
Older Americans Act Administration Title III E – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	$55,904.32 $2,213.98
TOTAL FEDERAL AWARD			**$445,101.65**

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

	Monroe County Board of County Commissioners, Monroe County Social Services/In-Home Services	**ALLIANCE FOR AGING, INC.**
SIGNED BY:		
NAME:	Heather Carruthers	Max B. Rothman, JD, LL.M.
TITLE:	Mayor	President & CEO
DATE:		

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/22/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/2016 Division: Social Services

Bulk Item: Yes X No ___ Department: Social Services

Staff Contact Person: Sheryl Graham
(305) 292- 4510
S Graham 3/8/2016

AGENDA ITEM WORDING: Approval of Amendment #003 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/2016 to 12/31/2016.

ITEM BACKGROUND: The OAA program is a Federal program initiative that provides assistance to older persons and caregivers and is the only Federal supportive services program directed solely toward improving the lives of older people.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted for Amendment #001 to Standard Contract AA-1629 between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/20161 to 12/31/2016 on 2/10/2016.

CONTRACT/AGREEMENT CHANGES: Change language in Section 5, Section 48, and Attachment 1, Section 2.4.1 is modified. No funding is affected.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $612,015.35 **BUDGETED**: Yes ___ No ___

COST TO COUNTY: 10 % CASH MATCH **SOURCE OF FUNDS:** ____

REVENUE PRODUCING: Yes __ No __ **AMOUNT PER: MONTH: YEAR:**

APPROVED BY: County Atty ___ OMB/Purchasing CB Risk Management MS CA

DOCUMENTATION: Included X Not Required ____ To Follow _____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc. (AAA)

Contract: AA-1629 Amendment #003
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description: Approval of Amendment #003 to Standard Contract AA-1629, Older Americans Act (OAA) between the Alliance For Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Monroe County Social Services/In Home and Nutrition Programs) for the current contract period of 1/1/2016 to 12/31/2016.

Contract Manager: Sheryl Graham (Name) Graham 3/8/16 | 305-292-4510 (Ext.) | Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 3/23/2016 Agenda Deadline: 3/08/2016

CONTRACT COSTS

Total Dollar Value of Contract: approx. $612,015.35

Current Year Portion: $_____

Budgeted Yes ☐ No ☐ Account Codes: _125-6153016__-_IIIB_____

_125-6153116__-_C1_____-_____-

County Match: $ **10% CASH MATCH** _125-6153216__-_C2_____-_____-

Additional Match:

Total Match $ **10% CASH MATCH** _125-6153416__-_IIIE_____-_____-

Estimated Ongoing Costs: $_____/yr ADDITIONAL COSTS

(Not included in dollar value above) For: _____

(e.g. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Director	3/8/16	Yes ☐ No χ	Graham	3/8/2016
Risk Management	3/9/16	Yes ☐ No ☐	M. Sleet	3/9/16
O.M.B./Purchasing	3/9/16	Yes ☐ No ☑	Martha Bucket	3/9/16
County Attorney	3/8/16	Yes ☐ No ☒	Kelly Mercaldo	3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT is entered into between the Alliance for Aging, Inc. hereinafter referred to as the "Alliance", and **Monroe County Board of County Commissioners, Monroe County Social Services/In-Home Services,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this amendment is to make the following changes to the existing contract.

- **Section 5 in its entirety is hereby replaced by the following language:**
  By mutual agreement of the parties, the Alliance for Aging, Inc. may renew the contract for two additional one year renewal periods. Contingent upon satisfactory performance evaluations by the Alliance for Aging and the availability of funds, any renewal is subject to the same terms as the original contract, with the exception of establishing unit rates which is described further in this section. The original contractual unit rates are set forth in the bid proposal and reply. Requests to renegotiate the original contractual established rates are provided for in the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

  The parties shall re-evaluate the contract's reimbursement rates on an annual basis pursuant to DOEA's Notice of Policy Clarification: Service Cost Reports Notice #092815-1-PC-SCBS dated September 28th, 2015 and the approved Alliance's Reimbursement Rate Review Policy.

  This contract may be extended upon mutual agreement for one extension period not to exceed six months to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

- **Section 48 is modified as follows:**
  Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties.

- **Attachment 1, Section 2.4.1 is modified as follows:**
  The Provider shall submit Service Cost Reports to the Alliance annually, but no later than ninety (90) calendar days after the contract year ends. The Service Cost Reports shall reflect actual costs of providing each service by program for the preceding contract year. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

This amendment does not change the total contract funding of $612,015.35

The Budget Summary by Title for the whole fiscal year (January 1-December 31, 2016) is as follows:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Administration Title IIIB – Support Services	U.S. Health and Human Services	93.044	$112,530.20
Older Americans Act Administration Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	$148,654.45
Older Americans Act Administration Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	$222,691.01
Older Americans Act Administration Title III E – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	$96,090.61 $32,049.08
TOTAL FEDERAL AWARD			**$612,015.35**

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

	Monroe County Board of County Commissioners, Monroe County Social Services/In-Home Services		**ALLIANCE FOR AGING, INC.**
SIGNED BY:	_____	**SIGNED BY:**	_____
NAME:	**Heather Carruthers**	**NAME:**	Max B. Rothman, JD, LL.M.
TITLE:	**MAYOR**	**TITLE:**	President & CEO
DATE:	_____	**DATE:**	_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

Department of
ELDER AFFAIRS
STATE OF FLORIDA

BACKUP

Rick Scott
Governor

Samuel P. Verghese
Secretary

MEMORANDUM

NOTICE #: 092815-1-PC-SCBS

TO: Area Agencies on Aging (AAAs)

FROM: Samuel P. Verghese, Secretary

DATE: September 28, 2015

SUBJECT: Notice of Policy Clarification: Service Cost Reports

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The purpose of this Notice is to provide clarification regarding language for "Service Cost Reports" in Sections 2.4.3 of the Older Americans Act (OAA) contract and 23.3 of the Master Contract. This guidance is effective immediately and provides the following updated language that will be amended into the above references.

Service Cost Reports *– The Contractor shall require Subcontractors to annually submit to the Contractor service cost reports, which reflect actual costs of providing each service by program. Any multi-year contracts entered into with service providers on or after the effective date of this contract shall contain a provision requiring the contract's parties to re-evaluate the contract's reimbursement rates on an annual basis. The Contractor may annually renegotiate rates based on, including but not limited to, a review of sustainability, the respective consumer price index, or current market conditions. However, it is the intent of the Department that the quality of services provided to current program recipients not be reduced.*

The AAA (Contractor) will annually review the appropriateness of its provider's rates based on a board-approved policy that considers local factors like the provider's sustainability, expected market fluctuations, or the consumer price index. Justification that evidences this review and considers the potential change in rates shall be made available upon annual monitoring or upon the Department's request.

Thank you for your assistance and cooperation in ensuring compliance with the contract requirement as specified above. If you have any questions, please contact your contract manager.

4040 Esplanade Way, Tallahassee, FL 32399-7000
Phone: (850) 414-2000 | Fax: (850) 414-2004 | TDD: (850) 414-2001
visit us at: elderaffairs.org

REIMBURSEMENT RATE REVIEW POLICY

POLICY: The Alliance and a service provider shall re-evaluate reimbursement rates on an annual basis. Each provider's rates will be reviewed and approved by the Alliance as required by the Alliance's contract with the Florida Department of Elder Affairs ("DOEA") and in accordance with this policy adopted by the Alliance's Board. An adjustment to a provider's reimbursement rates pursuant to this policy will not necessarily result in a change in contracted funds allocated to the provider.

SERVICE COST REPORTS:
The Alliance shall require service providers to annually submit to the Alliance service cost reports, due no later than ninety (90) calendar days after the contract year ends. The service cost reports shall reflect actual costs of providing each service by program for the preceding contract year. If the service provider desires to renegotiate its reimbursement rates, the service provider shall make a request in writing to the Alliance identifying the specific unit rates the service provide seeks to change and the proposed adjustment to such rates. The request must be accompanied by:

(a) a unit cost methodology report with line item budget projections for the current contract year showing any anticipated changes to the costs incurred as reflected in the service cost report; and

(b) any other information the service provider believes should be considered in renegotiating rates including information relating to sustainability of services and current market conditions.

The service provider's written request for rate adjustment and all supporting information shall be submitted to the Alliance no later than the due date for the service cost reports.

The service provider's written request for rate adjustment shall also include information regarding the extent to which availability of services will be impacted (positively or negatively) by the requested rate adjustment so that the Alliance will have the information needed to respond to any questions from clients, family members, DOEA or other interested person should the requested rate adjustment be approved and implemented pursuant to this policy.

The Alliance shall use the service cost reports and any unit cost methodology report or other information submitted with a request for rate adjustment to re-evaluate the service provider's reimbursement rates based on relevant factors, including, but not limited to, sustainability, the respective consumer price index, and/or current market conditions. In evaluating any request for a rate adjustment, it is the intent of DOEA and the Alliance that the quality of services provided to current program recipients will not be reduced.

Within 30 calendar days following the deadline for receipt of service cost reports, the Alliance's President/CEO shall provide written notice to each service provider of the Alliance's determination regarding any requested rate adjustment. No adjustments shall be made to the rates of, and no notice shall be given to, any service provider who has not timely submitted to the Alliance a written request for a rate adjustment.

A service provider may appeal to the Alliance Board's Executive Committee the Alliance's decision as communicated by the Alliance's President/CEO by submitting a written appeal to the President/CEO within five (5) business days of receipt of the Alliance's determination on the service provider's request for rate adjustment. The Executive Committee shall meet to hear any timely submitted appeal and render a decision on the appeal within forty-five (45) calendar days of the receipt of an appeal. The information to be considered by the Executive Committee in any appeal shall be limited to that information timely submitted by the service provider to the Alliance with the service provider's request for a rate adjustment. The President/CEO's decision shall be

final with respect to any determination on a requested rate adjustment that is not timely appealed. The Executive Committee's decision shall be final with respect to any determination that is timely appealed.

All adjustments to rates made pursuant to this policy shall be memorialized in an amendment to the contract between the Alliance and the service provider. A contract amendment shall be prepared by Alliance staff and presented to the service provider for execution:

(a) within ten (10) business days following the date of a final determination on a request for a rate adjustment as described in the preceding paragraph where all approved adjusted rates are at or below the maximum rates in the Alliance's contract with DOEA; or

(b) within ten (10) business days of the Alliance receiving an executed contract amendment with DOEA where any approved adjusted rate exceeds the maximum rate in the Alliance's contract with DOEA as of the date of the Alliance's final determination on the request for a rate adjustment. In the event that DOEA does not amend its contract with the Alliance to increase the maximum rate to that approved by the Alliance in response to a request for a rate adjustment, the approved rate shall be further adjusted to reflect the maximum allowable rate in the contract between the Alliance and DOEA. In no event may the rate in a contract between a service provider and the Alliance exceed the maximum rate authorized by the contract between the Alliance and DOEA.

Any rate adjustment made pursuant to this policy shall be effective upon the date that a contract amendment is signed by both the Alliance and the service provider memorializing the rate adjustment.

To the extent that the last day within a time frame for providing written notice or performing a task pursuant to this policy falls on a Saturday, Sunday or legal holiday during which the Alliance's offices are closed, the last day to provide written notice or perform such task shall be extended to the next business day during which the Alliance's offices are open.

All existing contracts with service providers or new contracts entered into with service providers on or after the effective date of this policy shall contain a provision requiring the parties to re-evaluate the contract reimbursement rates pursuant to this policy on an annual basis and shall incorporate this policy by reference.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: __3/23/2016_____ Department: __Social Services_____

Bulk Item: Yes _X___ No ___ Staff Contact /Phone #: Sheryl Graham 305-292-4510

AGENDA ITEM WORDING: Approval of Amendment #1 between Care in the Keys, Inc., d/b/a Island Private Care and Monroe County Board of County Commissioners/Monroe County Social Services beginning January 28, 2016 and ending on December 31, 2016.

ITEM BACKGROUND: Monroe County Social Services receives funding from the Alliance for Aging, Inc., Department of Children and Families, the Florida Agency for Health Care Administration and the Monroe County BOCC for the purposes of providing In-Home Services countywide. The County desires to contract for In-Home Services with Care in the Keys, Inc., d/b/a Island Private Care to ensure that such services are provided.

PREVIOUS RELEVANT BOCC ACTION: Approval of renewal agreement by BOCC on 12/9/2015.

CONTRACT/AGREEMENT CHANGES: Change of business physical/mailing address

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $345,000 **INDIRECT COST:** 0 **BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: _____ **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ____ No __X___ **AMOUNT PER MONTH** 0 **Year** 0

APPROVED BY: County Attorney ____ OMB/Purchasing CB Risk Management ____ MS

DOCUMENTATION: Included __X___ Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Care in the Keys, Inc. Contract #_____

Effective Date: 1/1/2016

Expiration Date: 12/31/2016

Contract Purpose/Description:

Approval of Amendment #1 between Care in the Keys, Inc., d/b/a Island Private Care and Monroe County Board of County Commissioners/Monroe County Social Services beginning January 28, 2016 and ending on December 31, 2016.

Contract Manager: Sheryl Graham (Name) 292-4510 (Ext.) Social Services / Stop #1 (Department/Stop #)

for BOCC Meeting on: 3/23/2016

Agenda Deadline: 3/8/2016

CONTRACT COSTS

Total Dollar Value of Contract: $345,000

Current Year Portion: $

Budgeted? Yes☐ No☐

Account Codes: 125-6153815; 125-6153615; 125-6153715;125-6153016--125-6153416-_____-_____-_____-_____-_____

Grant: $ _____

County Match: $ 10% CASH

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above)

For: _____ (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	1/28/16	Yes☐ No☒	Graham	3/8/2016
Risk Management	3-9-16	Yes☐ No☑	M. Sluss	3-9-16
O.M.B./Purchasing	3/9/16	Yes☐ No☑	Christina Borchelt	3/9/16
County Attorney	3/8/16	Yes☐ No☒	Robert A. Shillinger	3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

1ST AMENDMENT TO ISLAND PRIVATE CARE AGREEMENT
CARE IN THE KEYS, INC

THIS AGREEMENT made this 28th day of January, 2016 by and between Care in the Keys, Inc., also termed herein as "Island Private Care" (hereafter "Consultant/Contractor") whose physical/mailing address is 22978 Overseas Highway, Cudjoe Key, FL 33042, and whose remittance address is 1200 4th Street #170, Key West, FL 33040 and Monroe County Board of County Commissioners, whose address is 1100 Simonton Street, Key West, Florida 33050 (hereafter "County");

WHEREAS, on the 21st day of January, 2015, the parties entered into a contract for In-Home Services with a term that began on January 1, 2015 and terminated on December 31st 2015, hereafter original agreement (Agreement); and

WHEREAS, on the 9th day of December 2015 the Agreement was renewed for an additional one year period and the signature line was updated from "Island Home Care Agency, Inc., d/b/a Island Private Care" to "Care in the Keys, Inc. d/b/a Island Private Care" to reflect a change in the Contractor's fictitious name; and

WHEREAS, the Contractor's physical/mailing address has changed and the parties desire to update the Notification provision of the Agreement to reflect the change;

NOW THEREFORE in consideration of the promises, and of the mutual covenants to be legally bound hereby, the parties hereto agree as follows:

1. Article 16 of the Original Agreement is amended to read as follows:

16. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County
1100 Simonton Street 2-257
Key West, FL. 33040

and

County Attorney
1111 12th Street Suite 408
Key West, FL. 33040

FOR CONTRACTOR:
Care in the Keys, Inc. d/b/a Island Private Care
Kim Wilkerson and/or Kristen Wheeler
22978 Overseas Highway
Cudjoe Key, FL 33042

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officer or representative thereunto duly authorized the day and year first written above.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By _____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Sheryl Graham, Sr. Director
Monroe County Social Services

Witnesses:

_____

_____

CARE IN THE KEYS, INC.

By _____

_____
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
1/27/16

SIGNED BY: _____
Date

NAME: Heather Carruthers

TITLE: MAYOR

DATE: _____

cc: Sheryl Graham

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugent, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

Robert B. Shillinger, County Attorney**
Pedro J. Mercado, Assistant County Attorney **
Cynthia L. Hall, Assistant County Attorney **
Christine Limbert-Barrows, Assistant County Attorney **
Derek V. Howard, Assistant County Attorney**
Lisa Granger, Assistant County Attorney
Steven T. Williams, Assistant County Attorney**
Peter H. Morris, Assistant County Attorney
Chris Ambrosio, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 – Phone
(305) 292-351

BACKUP

MEMORANDUM

TO: Cheryl Robertson, Executive Aide to the Clerk

FROM: Kathy M. Peters, CP, County Attorney's Office

RE: *1st Amendment to Island Private Care Agreement, Care in the Keys, Inc.*
FORWARDED FOR FILING IN BOCC RECORDS ONLY/REQUESTING TIME STAMP BY CLERK ON SIGNATURE PAGE

DATE: February 11, 2016

Enclosed please find one (1) originally executed *1ST Amendment to Island Private Care Agreement, Care in the Keys, Inc.* **FOR FILING IN OFFICIAL BOCC RECORDS.** The attached 1st Amendment is originally executed by Sheryl Graham, Sr. Director, Monroe County Social Services, and originally stamped by Assistant County Attorney Pedro Mercado. Mr. Mercado clarified, upon receipt of Ms. Graham's transmittal memo, that Ms. Graham executed this document on behalf of the County as authorized pursuant to *Resolution No. 064-2015* (copy attached) adopted by the BOCC on 3/18/15. The Clerk can only attest/affix her seal as to the Mayor's execution on behalf of the County; therefore, the Clerk's Attest/Seal cannot be affixed to this document as it is executed by Ms. Graham on behalf of the County.

PLEASE ENSURE THE SIGNATURE PAGE OF THE 1st AMENDMENT IS TIME STAMPED BY THE CLERK PRIOR TO FILING IN OFFICIAL BOCC RECORDS AND POSTING ON THE CLERK'S WEBSITE TO DOCUMENT THE DATE/TIME THIS DOCUMENT WAS RECEIVED BY THE CLERK. THANK YOU.

Please note: A total of six (6) duplicate originals were received with Ms. Graham's transmittal to this office. In that this document does not require execution by the Mayor/Clerk's attest but is executed by Ms. Graham, only one (1) executed original is being forwarded to the Clerk for filing in BOCC records/posting on the Clerk's website. The remaining five (5) duplicate originals received by this office are being returned to Ms. Graham along with a copy of this memo for her files/distribution as needed. Thank you.

KMP:

Enclosures: One (1) executed original 1st *Amendment to Island Private Care Agreement, Care in the Keys, Inc.*
Transmittal Memo from Sheryl Graham, Sr. Director, Social Services dated 2/8/16

cc: Sheryl Graham, Sr. Director, Social Services returning/attaching five (5) executed duplicate originals of *1st Amendment to Island Private Care Agreement, Care in the Keys, Inc.*

Pedro Mercado, Assistant County Attorney (via email)

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugent, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

Sheryl Graham
Sr Director, Social Services
Monroe County BOCC
Historic Gato Building
1100 Simonton St. 2-257
Key West, FL 33040
305.292.4510 (phone)
305.295.4359 (fax)
graham-sheryl@monroecounty-fl.gov

RECEIVED
FEB 9 2016
MONROE COUNTY ATTORNEY

To: Kathy Peters, County Attorney's Office

From: Sheryl Graham, Sr. Director, Social Services

Date: February 8, 2016

RE: 1st Amendment to Island Private Care Agreement, Care in the Keys, Inc.

On January 28, 2016, this Department executed the following:

1st Amendment to Island Private Care Agreement, Care in the Keys, Inc. to change the Contractor's physical/mailing address.

I am enclosing six (6) original sets of the above. Please forward these to the Clerk's office so they may be executed on behalf of Monroe County with the Monroe County Clerk's signature and seal. Once they are fully executed and recorded, they need to be returned to my attention at Stop #1.

Thank you for your assistance.

cc: Pedro Mercado, Assistant County Attorney

Enclosures

Resolution NO. 064 - 2015

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AUTHORIZING THE SR. DIRECTOR OF SOCIAL SERIVCES OR HER DESIGNEE TO SIGN AND EXECUTE ROUTINE AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENTS OR CONTRACTS THAT HAVE BEEN APPROVED AND EXECUTED BY THE BOARD OF COUNTY COMMISSIONERS.

WHEREAS, the Monroe County Social Services Department routinely applies for grant funds which allows the county to leverage it's available funds and maximize the services the county can provide, and

WHEREAS, the county routinely receives amendments or modifications to said grants for the purposes of increasing or decreasing the amount of the grant awards, increasing or decreasing unit costs, updating language, extending the contract periods; and vendor agreements or memoranda of understanding within the limits set forth by the purchasing policies and procedures, and

WHEREAS, currently, the Board of County Commissioners (Board) must approve all such amendments and modifications to the grant agreements or contracts resulting in undo delays and unnecessarily adding to the Board agenda, and

WHEREAS, the Board desires to eliminate the unnecessary delay and the added congestion to the Board agenda, now therefore,

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, HEREBY:

1. Finds that amendments or modifications to grant agreements or contracts previously approved and accepted by the Board for Monroe County Social Services that increase or decrease the grant awards, increase or decrease unit costs, update language, or extend the contract periods without requiring a matching funding commitment from the county; and vendor agreements or memoranda of understanding within the limits set forth by the purchasing policies and procedures, are indeed routine matters that do not need to go before the Board for approval prior to execution.
2. Authorizes the Sr. Director of Social Services, currently Sheryl Graham, or her designee to execute such documents as required following review by the County Attorney's office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 18th day of March, 2015.

Mayor Kolhage	Yes
Mayor Pro Tem Carruthers	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Commissioner Murphy	Yes

Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

FILED FOR RECORD
2015 APR 15 AM 9:45
CLK. CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/27/15

1ST AMENDMENT TO ISLAND PRIVATE CARE AGREEMENT
CARE IN THE KEYS, INC

THIS AGREEMENT made this 28th day of January, 2016 by and between Care in the Keys, Inc., also termed herein as "Island Private Care" (hereafter "Consultant/Contractor") whose physical/mailing address is 22978 Overseas Highway, Cudjoe Key, FL 33042, and whose remittance address is 1200 4th Street #170, Key West, FL 33040 and Monroe County Board of County Commissioners, whose address is 1100 Simonton Street, Key West, Florida 33050 (hereafter "County");

WHEREAS, on the 21st day of January, 2015, the parties entered into a contract for In-Home Services with a term that began on January 1, 2015 and terminated on December 31st 2015, hereafter original agreement (Agreement); and

WHEREAS, on the 9th day of December 2015 the Agreement was renewed for an additional one year period and the signature line was updated from "Island Home Care Agency, Inc., d/b/a Island Private Care" to "Care in the Keys, Inc. d/b/a Island Private Care" to reflect a change in the Contractor's fictitious name; and

WHEREAS, the Contractor's physical/mailing address has changed and the parties desire to update the Notification provision of the Agreement to reflect the change;

NOW THEREFORE in consideration of the promises, and of the mutual covenants to be legally bound hereby, the parties hereto agree as follows:

1. Article 16 of the Original Agreement is amended to read as follows:

16. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County
1100 Simonton Street 2-257
Key West, FL. 33040

and

County Attorney
1111 12th Street Suite 408
Key West, FL. 33040

FOR CONTRACTOR:
Care in the Keys, Inc. d/b/a Island Private Care
Kim Wilkerson and/or Kristen Wheeler
22978 Overseas Highway
Cudjoe Key, FL 33042

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officer or representative thereunto duly authorized the day and year first written above.

~~(SEAL)~~
~~ATTEST: AMY HEAVILIN, CLERK~~

P/w 2/9/16

By _____
~~Clerk~~

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Sheryl Graham, Sr. Director
Monroe County Social Services

Witnesses:

_____

_____

CARE IN THE KEYS, INC.

By _____

Kim Wilkerson
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO A. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/27/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 12/9/2015 Department: Social Services

Bulk Item: Yes X No Staff Contact /Phone #: Sheryl Graham 305-292-4510

Graham 11/20/15

AGENDA ITEM WORDING: Approval of the renewal agreement between Care in the Keys, Inc., d/b/a Island Private Care and Monroe County Board of County Commissioners/Monroe County Social Services for the year beginning January 1, 2016 and ending December 31, 2016.

ITEM BACKGROUND: Monroe County Social Services receives funding from the Alliance for Aging, Inc., Department of Children and Families, the Florida Agency for Health Care Administration and the Monroe County BOCC for the purposes of providing In-Home Services countywide. The County desires to contract for In-Home Services with Care in the Keys, Inc., d/b/a Island Private Care to ensure that such services are provided.

PREVIOUS RELEVANT BOCC ACTION: Contract approved by BOCC on 1/21/2015.

CONTRACT/AGREEMENT CHANGES: Change of business name

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $345,000 **INDIRECT COST:** 0 **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** 0 **Year** 0

APPROVED BY: County Attorney OMB/Purchasing CB Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Care in the Keys, Inc.

Contract #_____
Effective Date: 1/1/2016
Expiration Date: 12/31/2016

Contract Purpose/Description:

Approval of the renewal agreement between Care in the Keys, Inc., d/b/a Island Private Care and Monroe County Board of County Commissioners/Monroe County Social Services for the year beginning January 1, 2016 and ending December 31, 2016.

Contract Manager: Sheryl Graham (Name) 292-4510 (Ext.) Social Services / Stop #1 (Department/Stop #)

for BOCC Meeting on: 12/9/2015

Graham 11/20/15

Agenda Deadline: 11/20/2015

CONTRACT COSTS

Total Dollar Value of Contract: $345,000

Current Year Portion: $

Budgeted? Yes ☐ No ☐

Account Codes: 125-6153815; 125-6153615; 125-6153715;125-6153015--125-6153415-_____-_____-_____-_____-_____

Grant: $ _____

County Match: $ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above)

For: _____ (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	11/20/15	Yes ☐ No ☒	Graham	11/20/15
Risk Management	11.20.15	Yes ☐ No ☑	MSB	11/20/15
O.M.B./Purchasing	11/20/15	Yes ☐ No ☑	Cristina Brockell	11/20/15
County Attorney	11/20/15	Yes ☐ No ☒	[signature]	11/24/15

Comments: _____

OMB Form Revised 2/27/01 MCP #2

ORIGINAL

FULLY EXECUTED

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of December, 2014 by and between MONROE COUNTY, FLORIDA,/Monroe County Social Services a political subdivision of the State of Florida (hereinafter called the "Owner" or "County"), and Island Home Care Agency, Inc., dba Island Private Care, (hereinafter called the "Contractor").

WHEREAS, the County provides In-Home Services to the elderly and disabled residing throughout Monroe County; and

WHEREAS, the County receives funding from the Alliance for Aging, Inc., the Florida Department of Children and Families, the Florida Agency for Health Care Administration, and the Monroe County Board of County Commissioners for the purposes of providing In-Home Services Countywide; and

WHEREAS, the County has provided In-Home Services to assist the vulnerable elderly and/or disabled residents to remain in their homes and maintain independence for over 30 years; and

WHEREAS, the County desires to contract for In-Home Services to ensure that such services are available throughout the County; and

WHEREAS, Island Home Care Agency, Inc., dba Island Private Care is qualified and desires to provide In-Home Services;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the Owner and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the response to RFP and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF THE WORK

The Contractor shall provide In-Home Services for the County. The Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

A. The Contractor shall maintain adequate staffing levels to provide the services required under this contract.

B. The personnel shall not be employees of or have any contractual relationship with the County.

C. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, be authorized or permitted under State and local law to perform such services.

3. PAYMENTS TO THE CONTRACTOR

A. The Contractor shall submit to the County an invoice with supporting documentation acceptable to the Clerk in accordance with the billing calendar (to be provided, as attached in Exhibit A). 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.

B. Upon Monroe County's receipt of said invoices Monroe County Clerk's Office shall submit payment to the Contractor in accordance with Florida Prompt Payment Act.

4. TERM OF CONTRACT

The term of this contract is for one year, commencing on the 1st day of January, 2015 and ending on the 31st day of December, 2015. The county shall have the option to renew this Agreement at its sole discretion for three (3) additional one year periods for the same service rates.

5. CONTRACTOR'S RESPONSIBILITIES

A. The Contractor will perform only authorized In-Home Services in the homes of elderly and/or disabled residents in Areas 1, 2, 3 and 4 for the unit rate(s) specified herein. Only those In-Home Services that are specifically authorized by the County as documented by the Social Services Department will be reimbursable. In-Home Services will be provided by the Contractor in accordance with DOEA definitions/specification, by agencies that hold necessary licenses, and by individual workers qualified to perform such services as detailed in the *Florida Department of Elder Affairs (DOEA Handbook issued July 2014 and the CFOP 140-8, Community Care for Disabled Adults Operating Procedures*, and in accordance with the Agency for Health Care Administration (AHCA) guidelines as required and any subsequent modifications thereto.

B. The In-Home services the Contractor will provide under these terms and conditions are: _X_ in-home respite care, _X_ homemaker, _X_ personal care, _X_ chore, and _X_ companionship, as defined by *DOEA Handbook, DCF CFOP 140-8* and AHCA guidelines as noted above and any subsequent revisions thereto.

C. The Contractor will provide In-Home Services during the term of this contract for the unit rates as agreed upon and that follow: $19.50/unit for in-home respite care, $21.00/unit for homemaker, $21.50/unit for personal care, $21.50/unit for chore, and $14.50/unit for companionship. A unit for each service is defined by *DOEA Handbook issued July 2014, DCF CFOP 140-8*, and AHCA guidelines as noted above and any subsequent revisions thereto. The number of units of services performed for each client must be pre-authorized by the County in accordance with the Activity Plan.

D. The Contractor will provide the In-Home service(s) detailed in "B" above for the unit rate agreed upon in "C" above in the following geographic areas _X_ 1, _X_ 2, _X_ 3, and _X_ 4. Contractors are required to select at least one of the four geographic areas in order to ensure that In-Home Services are available.

E. The Contractor will in all cases provide In-Home Services within the timeframes agreed upon in the Activity Plan, required by *Florida Department of Elder Affairs (DOEA Handbook issued July 2014 and the CFOP 140-8, Community Care for Disabled Adults Operating Procedures*, and AHCA guidelines as noted above and any subsequent revisions thereto. The Contractor agrees that Monroe County Social Services will designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations and/or other contract monitoring activities during the Contractor's normal business hours.

F. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County annually and upon request.

G. The Contractor must maintain approval status from the Alliance for Aging, Inc., as a Medicaid Waiver Provider of Choice, if applicable.

6. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their 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 six years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

7. PUBLIC ACCESS

Pursuant to Florida Statute §119.0701, Contractor and its subcontractors 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 Monroe County in the performance of this Agreement.

(b) Provide the public with access to public records on the same terms and conditions that Monroe County 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, at no cost, to Monroe County 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

8. INDEMNIFICATION/HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the County and the County's elected

and appointed offices, and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, sub-contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, cost or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, or invitees (other than Contractor). Insofar as the claims, actions causes of action, litigation, proceedings, cost or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, GIR 1, and VU, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

9. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

10. NONDISCRIMINATION

County and Contractor 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. Contractor agrees 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or

national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794) which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975. as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 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 s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, 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.

11. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

12. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract. Contractor shall use the Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired during the contract term pursuant to this agreement.

13. SUPPORT TO THE DEAF OR HARD-OF-HEARING

a. The contractor shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the American with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

b. The contractor shall if it employs 15 or more employees, designate a Single-Point-of-

Contact (one per firm) to ensure effective communication with deaf or hard-of hearing clients or companions and/or caregivers in accordance with Section 504 and the ADA. The name and contact information for the contractor's Single-Point-of-Contact shall be furnished to Monroe County within 14 calendar days of the effective date of this requirement.

c. The Single-Point-of-Contract shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of the contractor shall attest in writing that they are familiar with the requirement of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.

d. The contractor's Single-Point-of-Contract will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no- cost to the deaf or hard-of-hearing clients or companions and/or caregivers are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than June 30, 2010. The approved Notice can be downloaded through the Internet at: **http://www.dcf.state.fl.us/admin/ig/civilrights.shtml.**

The contractor shall document the customer's or companion's and/or caregiver's preferred method of communication and any requested auxiliary aids/services provided in the client's record. Documentation, with supporting justification, must also be made if any request was not honored. The contractor shall submit Compliance Reports monthly, not later than the 1st day of each month, to the Monroe County Social Services Compliance Manager.

14. DISCLOSURE AND CONFLICT OF INTEREST

The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the

Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. NO PLEDGE OF CREDIT

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

16. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County
1100 Simonton Street 2-257
Key West, FL. 33040

and

County Attorney
1111 12th Street Suite 408
Key West, FL. 33040

FOR CONTRACTOR:

Island Home Care, Inc. dba Island Private Care
Kim Wilkerson
817 Simonton Street
Key West, FL 33040

17. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. TERMINATION

The County may terminate this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.

Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

19. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

A. 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.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that

venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

D. 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. The County and Contractor 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.

E. Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

F. Adjudication of Disputes or Disagreements. County and Contractor 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 no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. 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.

G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

20. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

member, officer, agent or employee of Monroe 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.

28. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

29. 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.

30. MUTUAL REVIEW

This agreement has been carefully reviewed by the Contractor and the County. Therefore, this agreement is not to be construed against any party on the basis of authorship.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Danny Kolhage 1-21-15

(SEAL)

Island Home Care Agency, Inc.,
dba Island Private Care

Attest:
By: _____
Kim Wean
WITNESS
Title: Compliance Manager

By: _____
Kim Wilkerson
Title: Administrator

By: _____
Sheryl Graham
WITNESS
Title: Sr. Director

Name: _____
Debbie Frederick

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/17/14

Title: Deputy County Administrator
Date: 12/15/2014

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

New: ☑
Vendor #: _____
Posted By: _____
Date: _____
Change: ☐ *See Note Below*

VENDOR FILE REQUEST FORM

Vendor Name: Care In The Keys, Inc.
Search Name/Abbrev: Island Private Care (IPC)
Street Address: 7849 Overseas Hwy
P.O. Box:
City/State: Marathon
Zip: 33050 Phone: (305) 289-4466

Remittance Name & Address (If different from above)

Vendor Name: Care In The Keys, Inc
Street Address: 1200 4th Street, #170
P.O. Box:
City/State Key West
Zip: 33040 Phone: (305) 735-4460
Contact Name: Kristen Wheeler Contact Phone: (305) 849-1300

Tax ID Number or S.S.N 47-2043156
Fax Number: (305) 453-6186
1099 Required: Yes ☒ No ☐
If yes, please check 1099 type.
Notes: _____

1099 TYPE

☐	A	Attorneys
☒	M	Medical/Healthcare Pmts
☐	N	Non-Employee Comp
☐	O	Other Income
☐	R	Rentals

*****

Requested By: Kristen Wheeler Dept: Social Services Date: 9/3/15
Purchasing Approval: _____ Date: _____

ALL DEPARTMENTS

Fax this form to Tina Prescott in the Clerk's Finance Department at 295-3660. Finance will process with a maximum turnaround time of 24 hours.

This form must be accompanied by a W-9 if this is to set up a new vendor.

1. *Note* **In order to change vendor information, supporting documentation must be attached.**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Care In The Keys, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1200 4th Street, #170

Requester's name and address (optional)

6 City, state, and ZIP code
Key West, FL 33040

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 7 - 2 0 4 3 1 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Kdueeler | **Date** ▶ 8/27/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with Dolphin Research Center, Inc. covering the DRC Public Signage Project, in an amount not to exceed $11,750, DAC III, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $11,750 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Dolphin Research Center, Inc.**

Contract # **1666**

Effective Date: 3/23/16

Expiration Date: 9/30/16

Contract Purpose/Description:

Approval of an Agreement with Dolphin Research Center, Inc. covering the DRC Public Signage Project, in an amount not to exceed $11,750, DAC III, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $11,750 Current Year Portion: $

Budgeted? Yes☒ No☐ Account Codes :119-79040-530340-TB69-886-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes☐ No☑		2/1/16
Risk Management	2/3/16	Yes☐ No☑	M. Stewart	2-3-16
O.M.B./Purchasing	2/2/16	Yes☐ No☑	Lori Roberts	2/9/16
County Attorney	11/26/16	Yes☐ No☒	C. Limbert-Barrows	11/29/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Dolphin Research Center, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District III for funding for the **DRC Public Signage** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an zoological park open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2016 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2016to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Ted Due (Telephone:(305) 289-1121;Email:ted@dolphins.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$11,750** (Eleven Thousand Seven Hundred and Fifty Dollars TDC District III funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2016. Invoices received after September 30, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2016. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Ted Due
58901 Overseas Highway
Grassy Key,FL 33050

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners of Monroe County

Deputy Clerk

Mayor/Chairman

.....

Dolphin Research Center, Inc.

By Rita Irwin
President

RITA IRWIN
Print Name

Date: 1/28/2016

AND TWO WITNESSES

(1) Amy J. Bayer

(1) AMY J. BAYER
Print Name

Date: 1/28/2016

(2) Gail Mueram

(2) GAIL MUERAM
Print Name

Date: 1/28/2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

EXHIBIT A

NAME OF ENTITY: Dolphin Research Center, Inc.
NAME OF PROJECT: DRC Public Signage Project

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Construct 11 one-up sign frames (approx. 10"x13"), 5 two-up sign frames (approx. 10"x26"), 15 three-up sign frames (approx. 10"x39") and one approx. 3'x5' sign frame with roof. The signs will be located in public areas throughout the facility. • Replace roofs on 6 existing signs in various public areas throughout the facility. **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $23,500 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $11,750

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with City of Key West covering the Smathers Beach Restroom Facility project, in an amount not to exceed $225,000, DAC I, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $225,000 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **City of Key West**

Contract # **1651**

Effective Date: 3/23/16

Expiration Date: 9/30/17

Contract Purpose/Description:

Approval of an Agreement with City of Key West covering the Smathers Beach Restroom Facility project, in an amount not to exceed $225,000, DAC I, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $225,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes : 177040-530340-TK67-595-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑		2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/27/16	Yes ☐ No ☒	C. Limbert-Barrows	1/27/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **City of Key West** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District I for funding for the **Smathers Beach Restroom Facility** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an beach park facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2017to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be James Scholl (Telephone:(305) 809-3888;Email:jscholl@cityofkeywest-fl.gov). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$225,000** (Two Hundred Twenty Five Thousand Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2017. Invoices received after September 30, 2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a

notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary

purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual

investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation,

causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement

and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: James Scholl
3132 Flagler Av
Key West,FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

.....

City of Key West

Attest:

By: Cheryl Smith
City Clerk

Cheryl Smith
Print Name

Date: 1-29-16

By:
Mayor

Craig Cates
Print Name

Date: 1/29/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/27/16

EXHIBIT A

NAME OF ENTITY: City of Key West
NAME OF PROJECT: Smathers Beach Restrooms

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: (Note: Reimbursement to include only items located on Smathers Beach) • Construct new Restroom Facility on Smathers Beach (located at approx. 24° 33'4.7916"N, 81° 46'20.2800" W) • Construct foundation installation of piles as required by design. • Site work to include, but not limited to: grading/earthwork, ADA access ramps to building, landscaping (e.g. sand replacement and sea oat transplanting) • Internal plumbing work to include, but not limited to toliets, sinks, water spickets, drinking fountains • Electrical work to include, but not limited to: interior and exterior lighting and exhust fans. • Produce design plans and specifications for construction including survey, geotechnical investigation and architecture for items listed in Exhibit A (excluding bid and permit fees) • Construction Engineering and Inspection services for items listed on Ehibit A **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2**	Total Cost: $450,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $225,000

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with The Coral Restoration Foundation Inc covering the Reef Restoration - Key West project, in an amount not to exceed $12,000, DAC I, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $12,000 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **The Coral Restoration Foundation Inc**

Contract # **1653**

Effective Date: 3/23/16

Expiration Date: 9/30/16

Contract Purpose/Description:

Approval of an Agreement with The Coral Restoration Foundation Inc covering the Reef Restoration - Key West project, in an amount not to exceed $12,000, DAC I, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $12,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes : 117-77040-530340-TB67-824-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑	M. Sluet	2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/24/16	Yes ☐ No ☑	C. Limbert-Barrows	1/24/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **The Coral Restoration Foundation, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District I for funding for the **Reef Restoration - Key West** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an nature center open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2016 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2016 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Ken Nedimyer (Telephone:(305) 453-7030;Email:ken@coralrestoration.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$12,000** (Twelve Thousand Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2016. Invoices received after September 30, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a

notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary

purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual

investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation,

causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2016. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement

and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Ken Nedimyer
PO Box 712
Tavernier,FL 33070

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners of Monroe County

Deputy Clerk

Mayor/Chairman

The Coral Restoration Foundation, Inc.

By _____
~~President~~ CEO

R. Scott Winters
Print Name

Date: 1/28/16

AND TWO WITNESSES

(1) _____

(1) Jessica Levy
Print Name

Date: 1/28/2016

(2) _____

(2) Kayla J Ripple
Print Name

Date: 1/28/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

EXHIBIT A

NAME OF ENTITY: The Coral Restoration Foundation, Inc.
NAME OF PROJECT: Reef Restoration-Key West

NUMBER OF SEGMENTS TO PROJECT: 1

***Note:** County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.*

Segment #:1 Description: Materials, equipment and labor required to: • Purchase and harvest 600 nursery grown mature staghorn corals for the purpose of planting on the coral reefs in State and federal waters off Key West 200 staghorn Western Sambo N24° 28.76', W81° 42.875' 200 staghorn Marker 32 N24° 28.381', W81° 44.623' 200 staghorn Nine Foot Stake N24° 28.300', W81° 45.850' **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $24,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $12,000

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with Historic Florida Keys Foundation Inc. covering the Oldest House Roofing, Structural Repair and Plumbing Upgrade project, in an amount not to exceed $23,955, DAC I, FY 2016 Capital Resources

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ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $23,955 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Historic Florida Keys Foundation Inc.**

Contract # **1655**

Effective Date: 3/23/16

Expiration Date: 9/30/16

Contract Purpose/Description:

Approval of an Agreement with Historic Florida Keys Foundation Inc. covering the Oldest House Roofing, Structural Repair and Plumbing Upgrade project, in an amount not to exceed $23,955, DAC I, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $23,955 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes :|||-77040-530340-TB67-597-X-530340

Grant: $ _____

County Match: $ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2.1.16	Yes ☐ No ☑		4/4/16
Risk Management	2-3-16	Yes ☐ No ☑		2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/21/16	Yes ☐ No ☑	C. Limbert-Barrows	1/21/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Historic Florida Keys Foundation Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District I for funding for the **Oldest House Roofing, Structural Repair and Plumbing Upgrade** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an museum open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2016 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2016 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Teri Beard (Telephone:(305) 294-9501;Email:oirf@oirf.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$23,955** (Twenty Three Thousand Nine Hundred and Fifty Five Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2016. Invoices received after September 30, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2016. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Teri Beard
PO Box 689
Key West,FL 33041

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners of Monroe County

Deputy Clerk

Mayor/Chairman

.....

Historic Florida Keys Foundation Inc.

By Diane Silvia
President

Diane Silvia
Print Name

Date: 1/28/16

AND TWO WITNESSES

(1) Teri Burd

(2) Patricia Hart

(1) Teri Beard
Print Name

(2) PATRICIA HART
Print Name

Date: 1-28-16

Date: 1-28-2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

EXHIBIT A

NAME OF ENTITY: Historic Florida Keys Foundation, Inc.
NAME OF PROJECT: Oldest House Roofing, Structure Repair and Plumbing Upgrade

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

Segment #:1 Description: Materials, equipment and labor required to: • Reglaze 16 downstairs windows in the main house. • Replace one (1) window pane in the main entrance (door off back porch) and one (1) glass door pane in the outside window to the utility room (west side of house off the back porch) • Replace approx. four (4) 4x4 columns, add metal base support and add trim (16 pieces approx. 6" each) to conceal the metal base, on the historic cookhouse. • Replace approx. four (4) 6x6 columns, add metal base and replace trim (16 pieces approx. 8" each) on exterior of the building containing current men's and women's bathrooms and janitor's closet. • Replace approx. 30 vertical house skirting boards and 10 feet of horizontal 1"x 3" support boards surronding crawl space under main house. Paint 125 linear feet of horizontal support boards and vertical boards 2" wide, 2' high, 4 per linear foot.		

- Plumbing - In current men's room that is being converted to ADA compliant unisex restroom, remove current fixtures (one (1) urinal and one (1) high pressure toilet, and two (2) sinks. Install one (1) ADA compliant high pressure toilet, one (1) ceiling fan, two (2) ADA compliant sinks, and one (1) set of grab bars.

- Plumbing - In current unisex restroom that is being converted to a men's restroom, install urinal and high pressure toilet and enclosure and/or partitions.

- Carpentry – In current men's room, repair and paint walls, ceiling and floors after removal of current plumbing fixtures. Remove one (1) toilet enclosure with door and repair and paint walls, ceiling and floors. Install one (1) motion detector.

- Carpentry – In current unisex restroom, repair and paint walls, ceiling and floor.

- Replace door frame in current men's restroom, women's restroom, janitor's closet

- Replace door frame trim in current men's restroom, women's restroom, janitor's closet

- Replace approx. 25 feet of baseboard in current men's restroom, women's restroom, janitor's closet

- Replace approx. 25 feet of trim on current unisex restroom (new men's restroom)

• Remove roofing material on main house. • Remove siding from dormers, install flashing, install new siding (including priming and painting of siding) • Nail down current roof decking • Install secondary underlayment Grace Rain and Ice Shield, a membrane of rubberized asphalt adhesive combined with a high performance polymeric film • Install hurricane straps • Install approx. 1,600 square feet of new historic metal shingles **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $47,910 **In-Kind:** No in-kind will be used towards the reimbursement of this project	TDC portion: $ 23,955

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with Florida Keys Land & Sea Trust, Inc. covering the Crane House Public Restroom Project, in an amount not to exceed $24,955, DAC III, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $24,955 INDIRECT COST: _____ BUDGETED: Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Florida Keys Land & Sea Trust, Inc.**

Contract # **1654**

Effective Date: 3/23/16

Expiration Date: 9/30/17

Contract Purpose/Description:

Approval of an Agreement with Florida Keys Land & Sea Trust, Inc. covering the Crane House Public Restroom Project, in an amount not to exceed $24,955, DAC III, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $24,955 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes : 119-79040-530340-TB69-887-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑		2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/26/16	Yes ☐ No ☒	C. Limbert-Barrows	1/26/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Florida Keys Land & Sea Trust, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District III for funding for the **Crane House Public Restroom** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an Museum open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2017 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Loretta Geotis (Telephone:(305) 743-3900;Email:Loretta@cranepoint.net). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$24,955** (Twenty Four Thousand Nine Hundred and Fifty Five Dollars TDC District III funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera-phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito-phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2017. Invoices received after September 30, 2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Loretta Geotis
299B Anglers Drive North
Marathon,FL 33050

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

.....

Florida Keys Land & Sea Trust, Inc.

By M. Kathi Deck
President

Kate DeLoach
Print Name

Date: 2/4/16

AND TWO WITNESSES

(1) George Garrett

(2) Harald Riehm

(1) George Garrett
Print Name

(2) HARALD RIEHM
Print Name

Date: 2/4/2016

Date: 2/4/16

EXHIBIT A

NAME OF ENTITY: Florida Keys Land & Sea Trust, Inc.
NAME OF PROJECT: Crane House Public Restroom

NUMBER OF SEGMENTS TO PROJECT: 1

***Note:* County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Remove exisitng tile floor and installation of new tile flooring • Installation of plumbing, electrictal, and tie into new aerobic systme • Installation of separator wall to divide room into mens and ladies rooms • Installation of one wall hung lavatorie, one ADA complient toliet, one exhaust fan, two light fixtures, two windows in each restroom • Install baseboards throughout both restrooms • Installation (including excavation) of one .9 Bio-Microbics FAST system with aerator and control panael, 1100 gallon FAST tank with regular lid, 1150 square foot filter tanks with regular lids, red brick chip nutrient filter medial, two chlorine contact chambers, two Myers Pumps, two high-water alarms, one discribution box and one inection well. • **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $49,910 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $24,955

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with The Studios of Key West, Inc. covering the Studios of K.W. - Rooftop - Landscape, Lighting and Elevator Extension project, in an amount not to exceed $100,000, DAC I, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $100,000 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **The Studios of Key West, Inc.**

Contract # **1658**

Effective Date: 3/23/16

Expiration Date: 3/31/17

Contract Purpose/Description:

Approval of an Agreement with The Studios of Key West, Inc. covering the Studios of K.W. - Rooftop - Landscape, Lighting and Elevator Extension project, in an amount not to exceed $100,000, DAC I, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $100,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes :117-77040-530340-TB67-738-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑	M. Sluss	2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑	Lisa Olivera	2/9/16
County Attorney	1/26/16	Yes ☐ No ☑	C. Limbert-Barrows	1/26/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **The Studios of Key West, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District I for funding for the **Studios of K.W. - Rooftop - Landscape, Lighting and Elevator Extension** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an museum open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to March 31,2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of March 31,2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than March 31,2017 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Jed Dodds (Telephone:(305) 600-1406;Email:jed@tskw.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$100,000** (One Hundred Thousand Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than March 31,2017. Invoices received after March 31,2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a

notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary

purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual

investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation,

causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement

and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Amm8ie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Jed Dodds

533 Eaton Street
Key West,FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

.....

The Studios of Key West, Inc.

By _____
President

Janet Hinkle
Print Name

Date: 2-8-16

AND TWO WITNESSES

(1) _____

(1) JED DODDS
Print Name

Date: 2.8.16

(2) _____

(2) LEA MOELLER
Print Name

Date: 2.8.16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

EXHIBIT A

NAME OF ENTITY: The Studios of Key West, Inc.
NAME OF PROJECT: The Studios of Key West Roof Top - Landscaping, Lighting and Elevator Extension

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Install "up" and "down" exterior lighting in the roof top garden/exhibition space • Install permanent planters along perimiter of roof top garden/exhibition space • Install permanent shade structures to rooftop garden/exhibiton space • Extend exisiting elevator from third floor to roof top garden/ exhibition space	Total Cost: $200,000	TDC portion: $100,000
(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	**In-Kind**: No in-kind will be used towards reimbursement of this project.	

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with The Coral Restoration Foundation Inc covering the Reef Restoration - Key Largo project, in an amount not to exceed $21,826, DAC V, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $21,826 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **The Coral Restoration Foundation Inc**

Contract # **1667**

Effective Date: 3/23/16

Expiration Date: 9/30/16

Contract Purpose/Description:

Approval of an Agreement with The Coral Restoration Foundation Inc covering the Reef Restoration - Key Largo project, in an amount not to exceed $21,826, DAC V, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $21,826 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes :121-71040-530340-TB61-889-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑	M. Sluis	2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/21/16	Yes ☐ No ☒	C. Limbert-Barrows	1/21/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **The Coral Restoration Foundation, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District V for funding for the **Reef Restoration - Key Largo** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an nature center open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2016 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2016to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Ken Nedimyer (Telephone:(305) 453-7030;Email:ken@coralrestoration.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$21,826** (Twenty One Thousand Eight Hundred and Twenty Six Dollars TDC District V funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2016. Invoices received after September 30, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2016. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Ken Nedimyer
PO Box 712
Tavernier,FL 33070

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

The Coral Restoration Foundation, Inc.

By _____
President CEO

R. Scott Winters
Print Name

Date: 1/28/16

AND TWO WITNESSES

(1) _____

(1) Jessica Levy
Print Name

Date: 1/29/2016

(2) Kayla J Ripple

(2) Kayla J Ripple
Print Name

Date: 1/28/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/21/16

EXHIBIT A

NAME OF ENTITY: The Coral Restoration Foundation
NAME OF PROJECT: Reef Restoration- Key Largo

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Purchase and harvest 1000 nursery grown mature staghorn corals for the purpose of planting on the coral reefs in State and federal waters off Key Largo • Purchase and harvest 50 elkhorn corals for the purpose of planting on the coral reefs in State and federal waters off Key Largo 1000 staghorn and 50 elkhorn Craysfort N25° 13.279', W80° 12.606' **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $43,652 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $21,826

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with Dolphin Research Center, Inc. covering the DRC Guest Restrooms/Changing Rooms Building project, in an amount not to exceed $134,894, DAC III, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $134,894 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Dolphin Research Center, Inc.**

Contract # **1668**

Effective Date: 3/23/16

Expiration Date: 9/30/17

Contract Purpose/Description:

Approval of an Agreement with Dolphin Research Center, Inc. covering the DRC Guest Restrooms/Changing Rooms Building project, in an amount not to exceed $134,894, DAC III, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $134,894 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes : 119-79040-530340-TB69-521-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑	M. Stuart	2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑	Lisa Olsen	2/9/16
County Attorney	1/26/16	Yes ☐ No ☒	C. Limbert-Barrows	1/26/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Dolphin Research Center, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District III for funding for the **DRC Guest Restrooms/Changing Rooms Building** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an zoological park open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2017 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Ted Due (Telephone:(305) 289-1121;Email:ted@dolphins.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$134,894** (One Hundred Thirty Four Thousand Eight Hundred and Ninety Four Dollars TDC District III funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2017. Invoices received after September 30, 2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Ted Due
58901 Overseas Highway
Grassy Key,FL 33050

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners of Monroe County

Deputy Clerk

Mayor/Chairman

.....

Dolphin Research Center, Inc.

By _____
President

RITA IRWIN
Print Name

Date: 1/29/2016

AND TWO WITNESSES

(1) Amy Bayer

(1) AMY BAYER
Print Name

Date: 1/29/2016

(2) _____

(2) GAIL MURRAY
Print Name

Date: 1/29/2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/20/16

EXHIBIT A

NAME OF ENTITY: Dolphin Research Center, Inc.
NAME OF PROJECT: DRC Guest Restroom/Changing Rooms

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Delmolish existing structure located in the central portion of the facility, between the Aviary and current guest rinse-off area. • Construct new ADA compliant CBS construction building to be used as restroom/changing room/shower building. Elements to include electrical, plumbing and fixtures. • Construct approx. 80 feet of new brick paver walkways to building. • Obtain engineered design/architectural drawings. **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $269,788 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $134,894

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with City of Marathon covering the Coco Plum Shoreline Restoration and Stabilization project, in an amount not to exceed $125,000, DAC III, FY 2016 Capital Resources

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $125,000 INDIRECT COST: _____ BUDGETED: Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ___ **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **City of Marathon**

Contract # **1659**

Effective Date: 3/23/16

Expiration Date: 9/30/17

Contract Purpose/Description:

Approval of an Agreement with City of Marathon covering the Coco Plum Shoreline Restoration and Stabilization project, in an amount not to exceed $125,000, DAC III, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $125,000 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes : 79040-530340-TM69-726-X-530340

Grant: $ _____

County Match: $ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑		2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/26/16	Yes ☐ No ☑	C. Limbert-Barrows	1/26/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **City of Marathon** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District III for funding for the **Coco Plum Shoreline Restoration and Stabilization** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an beach open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2017to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be George Garrett (Telephone:(305) 289-4111;Email:garrettg@ci.marathon.fl.us). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$125,000** (One Hundred Twenty Five Thousand Dollars TDC District III funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2017. Invoices received after September 30, 2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a

notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary

purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual

investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation,

causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement

and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: George Garrett
9805 Overseas Highway
Marathon,FL 33050

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners of Monroe County

Deputy Clerk

Mayor/Chairman

.....

City of Marathon

Attest:

By Diane Clavier
City Clerk

Diane Clavier
Print Name

Date: Jan. 29, 2016

By
Mayor

mark Senmartin
Print Name

Date: Jan. 29, 2016

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY.

City Attorney

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/26/16

EXHIBIT A

NAME OF ENTITY: City of Marathon
NAME OF PROJECT: Coco Plum Shoreline Restoration

NUMBER OF SEGMENTS TO PROJECT: 1

***Note:** County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.*

Segment #:1 Description: Materials, equipment and labor required to: • Renourish and re-establish shoreline of approx. 1600 feet of the western end of Coco Plum Beach • Produce Design Plans **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $250,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $125,000

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan (305) 296-1552

AGENDA ITEM WORDING:
Approval of an Agreement with Florida Keys History and Discovery Foundation, Inc. covering the "Communities" Permanent Exhibit Build-out project, in an amount not to exceed $30,000, DAC IV, FY 2016 Capital Resources

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ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $30,000 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X MJ

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Florida Keys History and Discovery Foundation, Inc**

Contract # **1671**

Effective Date: 3/23/16

Expiration Date: 9/30/16

Contract Purpose/Description:

Approval of an Agreement with Florida Keys History and Discovery Foundation, Inc. covering the "Communities" Permanent Exhibit Build-out project, in an amount not to exceed $30,000, DAC IV, FY 2016 Capital Resources.

Contract Manager: Ammie Machan (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $30,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes : 10-70040-530340-TB60-436-X-530340

Grant: $

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/1/16	Yes ☐ No ☑		2/1/16
Risk Management	2-3-16	Yes ☐ No ☑		2-3-16
O.M.B./Purchasing	2/2/16	Yes ☐ No ☑		2/9/16
County Attorney	1/26/16	Yes ☐ No ☒	C. Limbert-Barrows	1/26/16

Comments:

OMB Form Revised 2/27/01 MCP #2

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Florida Keys History and Discovery Foundation, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District IV for funding for the **"Communities" Permanent Exhibit Build-out** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an museum open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 23, 2016 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

reimbursed. All work for which grant funds are to be expended must be completed by the stated termination date of September 30, 2016 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2016 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Jill Miranda Baker (Telephone:(305) 922-2237;Email:executivedirector@keysdiscovery.com). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by

the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$30,000** (Thirty Thousand Dollars TDC District IV funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email:Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2016. Invoices received after September 30, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices,

bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of

the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts of omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any

of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on

the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on September 30, 2016. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Jill Miranda Baker
82100 Overseas Highway
Islamorada,FL 33036

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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

Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

Florida Keys History and Discovery Foundation, Inc.

By _____
President

Richard Russell
Print Name

Date: Feb. 4, 2016

AND TWO WITNESSES

(1) _____

(2) _____

(1) Jill MirandaBaker
Print Name

Date: Feb. 4, 2016

(2) PATRICE MESSINA
Print Name

Date: Feb. 4, 2016

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/21/16

EXHIBIT A

NAME OF ENTITY: Florida Keys History and Discovery Foundation, Inc.
NAME OF PROJECT: "Communities" Exhibit

NUMBER OF SEGMENTS TO PROJECT: 1

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Install permanent "Communities" exhibit along approx 32 feet of wall on the first floor of the Center with elements to include photographs, graphic elements, and storyboards installed on fixed displays. • Produce design plans **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $60,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $30,000

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC
Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

AGENDA ITEM WORDING:
Approval to rescind agreement with Florida Keys Wild Bird Rehabilitation Center for the Wild Brid Parking Pavers Project

ITEM BACKGROUND:
Florida Keys Wild Bird Rehabilitation Center, Inc. has decided to rescind their funding for the Wild Bird Parking Pavers project due to unforeseen issues at the center.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original agreement at their meeting of October 21, 2015

CONTRACT/AGREEMENT CHANGES:
Rescind at the request of Grantee

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $21,900 **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost _____ **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney N/A OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

FLORIDA KEYS WILD BIRD CENTER
Keep Them Flying

February 8, 2016

Monroe County Tourist Development Council
DAC V
1201 White St., Suite 102
Key West, FL 33040

Dear DAC V Members,

The Florida Keys Wild Bird Center would like to rescind the funding for the Wild Bird Center Parking Pavers project (project ID# 1528). We have come upon some unforeseen issues at the Laura Quinn Wild Bird Sanctuary that we need to deal with before we are able to proceed with the paver project. We want to ensure that everything is handled in its proper order and we need more time to make the appropriate plan.

We are very grateful for the opportunity that you have given us and greatly appreciate your past support. It is our intention to proceed with the paver project at some point and if we are able to do so by next year we would like to apply again for funding in 2017.

Warm regards,

Janeen Simon

Executive Director

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 21st day of October, 2015 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Florida Keys Wild Bird Rehabilitation Center, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District V for funding for the **Wild Bird Sanctuary Parking Pavers** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an Nature Center open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 21, 2015 through to September 30, 2016. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be**

reimbursed. All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2016** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **September 30, 2016** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Janeen Simon (Telephone: 305-852-4486; Email: janeen@keepthemflying.com). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services.

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by

the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$21,900** (Twenty One Thousand Nine Hundred Dollars-TDC District V funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, AIA Document G702 or similar certification as required below for governmental entities and not-for-profit entities, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division and to arrange for inspection upon the completion of each segment. The documentation needed to support the payment request shall be in the form necessary for submission and available to the County Engineer at the time of inspection. All submissions for payment shall have a proposed schedule of values for segment(s) and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. It shall be the responsibility of the project architect, engineer, general contractor or project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. All submissions requesting payment shall be approved in writing, and signed, by the Monroe County Engineering Division as to the completion of the segment of the project for which payment is requested. The application for payment document must be certified through a statement signed by an officer of the organization and notarized,

declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/contractor for whom payment is requested. For projects exceeding $50,000 in TDC funding under this agreement, final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702 Application for Payment Summary
AIA Document	G-704 Certificate of Substantial Completion
AIA Document	G-706 Contractor's Affidavit of Debts & Claims
AIA Document	G-706A Contractor's Affidavit of Release of Liens
AIA Document	G-707 Consent of Surety to Final Payment (when applicable)

Final Release of Lien or Affidavit and Partial Release of Lien

For projects for which TDC funding under this agreement is $50,000 or less, the AIA documentation is not required, but sufficient documentation must be submitted to County to provide similar assurances that the work has been completed and contractors/suppliers paid.

All payment requests must be submitted no later than **September 30, 2016**. Invoices received after **September 30, 2016** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor, or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement kit provided to the Grantee, listing the schedule of values which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which

breach the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or

employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, exempt workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from

the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **September 30, 2016.** Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from

monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Maxine Pacini at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Janeen Simon
92080 Overseas Highway
Tavernier, FL 33070

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors,

including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

Deputy Clerk

Board of County Commissioners
of Monroe County

Mayor/Chairman

Florida Keys Wild Bird Rehabilitation Center, Inc.

By _____
President

John A. Stuart
Print Name

Date: 8/7/15

AND TWO WITNESSES

(1) _____

(1) JILL R. HAYES
Print Name

Date: 08/07/2015

(2) Wilma C. Nierman

(2) WILMA C. NIERMAN
Print Name

Date: 08/07/2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE M. LIMBERT BARROWS
ASSISTANT COUNTY ATTORNEY
Date 7/28/15

Wild Bird Sanctuary Parking Pavers
FY 2015 Funding
Contract ID#: 1528

EXHIBIT A

NAME OF ENTITY: Florida Keys Wild Bird Rehabilitation Center, Inc.
NAME OF PROJECT: Wild Bird Sanctuary Parking Pavers

NUMBER OF SEGMENTS TO PROJECT: 1

***Note:* County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Produce design plans and drainage calculations. • Excavate and prepare driveway connecting to southbound highway US 1 and parking areas adjacent to driveway for pavers including bedding, sand, instalation material and concrete footer. • Purchase and install concrete pavers over prepared driveway and parking areas with sand swept joints. **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $43,800 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $21,900

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:
Bulk Item: Yes X No ___

Department: TDC
Staff Contact /Phone #: Ammie Machan 305-296-1552

AGENDA ITEM WORDING:
Approval to rescind agreement with Key West Art and Historical Society, Inc. for the Custom House Mechanical Upgrade project

ITEM BACKGROUND:
Key West Art and Historical Society, Inc. has decided to rescind their funding for the Custom House Mechanical Upgrade project due to funds not being available to complete the project.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original agreement at their meeting of October 21, 2015

CONTRACT/AGREEMENT CHANGES:
Rescind at the request of Grantee

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $189,816 INDIRECT COST: _____ BUDGETED: Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost _____ **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney N/A OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

KEY WEST
ART & HISTORICAL SOCIETY™

February 8, 2016

Maxine Pacini
Monroe County Tourist Development Council
1201 White Street
Key West, FL 33040

Dear Maxine,

The Society respectfully rescinds its Monroe County TDC Contract: #1547 for Custom House Mechanical Upgrades in the amount of $189,816. The project was originally scheduled to be completed by September 30, 2016.

After we submitted and were awarded this grant three unexpected situations occurred, which detrimentally affected our available funds for this project. Firstly, sections of the Custom House roof deteriorated, causing leaks and requiring immediate action (The Society applied for matching TDC grants and was awarded funding for roof repairs, which will be completed by September 30, 2016). Secondly, the closure of the Lighthouse tower for renovations forced us to tap reserve funds. Thirdly, other construction projects exceeded budget, resulting in the Society further tapping its reserves.

While the Society's financial health is still positive, I feel it is prudent to rescind our contract and postpone the mechanical repairs until additional funds are acquired.

We thank the Monroe County TDC for its continued support.

Sincerely,

Michael F. Gieda

Michael F. Gieda
Executive Director
Your community. Your museums. It takes an island.

Lighthouse & Keeper's Quarters Museum
938 Whitehead Street
Key West, FL 33040
305.294.0012

Custom House Museum
KWAHS Administration
281 Front Street
Key West, FL 33040
305.295.6616 telephone · 305.295.6649 fax
www.kwahs.org

Fort East Martello Museum
3501 South Roosevelt Blvd.
Key West, FL 33040
305.296.3913

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 21st day of October, 2015 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Key West Art and Historical Society, Inc.** (Grantee) a not for profit organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach improvement, maintenance, re-nourishment, restoration, and erosion control.

WHEREAS, Grantee has applied to TDC District I for funding for the **Custom House Mechanical Upgrade and Generator Replacement** project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an Museum open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 21, 2015 through to September 30, 2016 This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of **September 30, 2016** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **September 30, 2016** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Christine Nottage (Telephone 305-295-6616; Email: cnottage@kwahs.org). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services.

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$189,816** (One Hundred Eighty Nine Thousand Eight Hundred Sixteen Dollars-TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, AIA Document G702 or similar certification as required below for governmental entities and not-for-profit entities, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division and to arrange for inspection upon the completion of each segment. The documentation needed to support the payment request shall be in the form necessary for submission and available to the County Engineer at the time of inspection. All submissions for payment shall have a proposed schedule of values for segment(s) and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. It shall be the responsibility of the project architect, engineer, general contractor or project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. All submissions requesting payment shall be approved in writing, and signed, by the Monroe County Engineering Division as to the completion of the segment of the project for which payment is requested. The application for payment document must be certified through a statement signed by an officer of the organization and notarized,

declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/contractor for whom payment is requested. For projects exceeding $50,000 in TDC funding under this agreement, final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702 Application for Payment Summary
AIA Document	G-704 Certificate of Substantial Completion
AIA Document	G-706 Contractor's Affidavit of Debts & Claims
AIA Document	G-706A Contractor's Affidavit of Release of Liens
AIA Document	G-707 Consent of Surety to Final Payment (when applicable)

Final Release of Lien or Affidavit and Partial Release of Lien

For projects for which TDC funding under this agreement is $50,000 or less, the AIA documentation is not required, but sufficient documentation must be submitted to County to provide similar assurances that the work has been completed and contractors/suppliers paid.

All payment requests must be submitted no later than **September 30, 2016.** Invoices received after **September 30, 2016** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor, or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement kit provided to the Grantee, listing the schedule of values which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which

breach the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) 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 Monroe County in his or her individual capacity, and no member, officer, agent or

employee of Monroe 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.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured, exempt workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Grantee 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. County or Grantee 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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 s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from

the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **September 30, 2016**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. 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. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) 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. The County and Grantee 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.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee 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. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from

monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR

- Certified copy of the actual insurance policy, OR

- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Maxine Pacini at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Christine Nottage
281 Front Street
Key West, FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either 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.

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any

contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. 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.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

Key West Art and Historical Society, Inc.

By _____
President

_____
Print Name

Date: _____

AND TWO WITNESSES

(1) _____

(1) _____
Print Name

Date: _____

(2) _____

(2) _____
Print Name

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
ASSISTANT COUNTY ATTORNEY
Date _____

Custom House Mechanical Upgrade and Generator Replacement
FY 2016 Funding
Contract ID#: 1547

EXHIBIT A

NAME OF ENTITY: Key West Art and Historical Society, Inc.
NAME OF PROJECT: Custom House Mechanical Upgrade

NUMBER OF SEGMENTS TO PROJECT: 1

***Note:* County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Replace air conditioning air cooled chillers, temperature guages and main valves. • Replace insulation panels in attic. • Install drain pans for air handlers in attic. • Repair piping and valves for unit AHU-9. • Repair exterior louvre type and ducting for unit AHU-12. • Repair outside air intakes and install/repair control dampers for air ventilation. • Recondition heat pipes on outside air unit. • Clean and repair main supply outside air duct. • Repair/replace piping, insulation and water valves on all AC units. • Replace all motorized valves for system serving air handler units. • Clean and repair/replace existing chilled water distribution system. • Repair unit AHU-3 and reconnect to Building Management System.		

• Recondition unit AHU-5, repair condensate disposal system and correct piping configuration. • Install ductwork and supply air grilles for unit AHU-11. • Clean and recondition air conditioning units on floor level and in basement. • Repair electric heaters on all air conditioning units. • Install exhaust ventilation to hydraulic elevator in basement. • Purchase and install air curtain at main entrance. • Install exhaust fans in basement. **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $379,632 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $189,816

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: TDC

Bulk Item: Yes X No ___ Staff Contact /Phone #: Ammie Machan 305-296-1552

AGENDA ITEM WORDING:
Approval of a resolution to provide for additional advance registration, booth related expenses and travel related expenses for trade shows for fiscal year 2017 to be paid from TDC funds in fiscal year 2016

ITEM BACKGROUND:
TDC approved same at their meeting of February 2, 2016

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $243,275 I**NDIRECT COST: _____BUDGETED:** Yes X No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: No Cost **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH____ Year ____**

APPROVED BY: County Attorney X OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 6/15

RESOLUTION NO. -2016

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE ADDITIONAL ADVANCE REGISTRATION, BOOTH-RELATED EXPENSES AND TRAVEL-RELATED EXPENSES FOR TRADE SHOWS FOR THE FISCAL YEAR 2017 TO BE PAID FROM TOURIST DEVELOPMENT COUNCIL FUNDS IN FISCAL YEAR 2016.

WHEREAS, the Tourist Development Council participates in various trade shows to promote tourism: and

WHEREAS, it is sometimes necessary to secure registration, booth-related expenses and advance travel expenses at these tourist related trade shows up to one year in advance, in order to secure a desirable space, since some shows become filled quickly, or meet an early registration deadline: and

WHEREAS, it is necessary to pay the registration fees, booth-related expenses, and travel expenses during the current fiscal year for trade shows, which occur in the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Board of County Commissioners as follows:

Section 1. The following costs of additional advance registrations, booth-related expenses and travel expenses for fiscal year 2017 are approved for payment in the fiscal year 2016 out of Tourist Development Council Sales, Film Commission and Dive Umbrella promotional funds.

Atlanta Pride October 2016	$ 1,500
Tour America, Irish Trade Mission Dublin Ireland October 2016	$ 6,500
Stonewall Wilton Manors Festival Ft. Lauderdale October 2016	$ 500
Birmingham Dive Show October 2016	$ 7,000
IMEX America October 2016	$15,000
TTG Rimini Italy October 2016	$10,000
SITV Montreal October 2016	$ 2,500
Visit USA Germany Seminar October 2016	$ 3,000
Travel and Adventure Show Series October 2016–March 2017	$45,000

Destination Wedding and Honeymoon Series (Wedding Salon) October 2016 – March 2017	$16,000
FTI Germany Road Show Oct/Nov 2016	$ 9,500
World Travel Market London, UK November 2016	$65,000
Palm Springs Pride November 2016	$ 2,100
USA/Canada Consumer Fair Netherlands Showcase November 2016	$ 4,500
FTI Austria Roadshow November 2016	$ 3,500
Smart Meetings November 2016	$ 7,000
RTO Summit November 2016	$ 2,500
Americas Cup December 2016	$ 3,000
Florida Encounter December 2016	$ 5,000
Holiday Showcase December 2016	$10,000
Focus (Film Commission) December 2016	$ 8,000
Florida Huddle January 2017	$ 8,500
Our World Underwater February 2017	$ 3,000
Beneath the Sea Feb/March 2017	$ 4,675
Total Request:	$243,275

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, FL at a regular meeting of said Board held on the _____day of _____, A.D. 2016

Mayor Carruthers	_____
Mayor Pro Tem Neugent	_____
Commissioner Kolhage	_____
Commissioner Murphy	_____
Commissioner Rice	_____

BOARD OF COUNTY COMMISSION
OF MONROE COUNTY, FLORIDA

(SEAL) BY:_____
ATTEST: MAYOR/CHAIRPERSON

_____ approved by_____
CLERK Tourist Development Council

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine M. Limbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 1/21/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Announcement of one vacant position on the Tourist Development Council District III Advisory Committee for on "At Large" appointment.

ITEM BACKGROUND: This position is being advertised due to the end of term for Mr. Ralph Lucignano.

PREVIOUS RELEVANT BOCC ACTION: On September 8, 1999, the Board of County Commissioners passed an Ordinance No. 038-1999 providing for the appointment of "At Large" members to the TDC District Advisory Committees by the Board of County Commissioners.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: 0 **INDIRECT COST:** 0 **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

The Florida Keys & Key West
come as you are
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

DATE: March 4, 2016

TO: Mr. Roman Gastesi, County Administrator

FROM: Laura Hamm, Administrative Secretary
Monroe County Tourist Development Council

RE: **DAC III 'AT LARGE' VACANCY**

Please announce the following District III Advisory Committee "At Large" Vacancy at the **March 2016** BOCC Meeting. This position is being advertised due to the end of term for DAC III Member, Ralph Lucignano.

DISTRICT III ADVISORY COMMITTEE
From the West End of the Seven Mile Bridge to the Long Key Bridge
of the
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Has an opening for an
"At Large" representative – Any resident who is not *directly* involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This word means someone who is not in business nor whose business or economic activity are dependent upon tourists).

Any person wishing to participate on the **District III Advisory Committee** of the Monroe County Tourist Development Council within the district so noted above, may request an application from the Administrative Office by calling (305) **296-1552** and submit an application to the address shown below:

Department DAC
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040
Fax #: (305) 296-0788

Deadline for receipt of application at the above address is FRIDAY, April 1, 2016 at 5:00 p.m. A resume may be attached to the application.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March23, 2016 Department: County Administrator

Bulk Item: Yes ___ No ___ Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Approval of one "At Large" appointment to the Tourist Development Council District I Advisory Committee.

ITEM BACKGROUND: This position was advertised due to the end of term for Mr. Daniel Reynen.

Sole applicant: Mr. Daniel Reynen

PREVIOUS RELEVANT BOCC ACTION: On September 8, 1999, the Board of County Commissioners passed on Ordinance No. 038-1999 providing for the appointment of 'At Large" members to the TDC District Advisory committees by the Board of County Commissioners.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: 0 **INDIRECT COST:** 0 **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

The Florida Keys & Key West
come as you are
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

DATE: March 7, 2016

TO: Mr. Roman Gastesi, County Administrator

FROM: Laura Hamm, Administrative Secretary

RE: **DAC I 'AT LARGE' VACANCY**

Please bring forward the attached District I Advisory Committee "At Large" application to the March 2016 BOCC meeting.

This position was advertised due to the end of term for DAC I Member, Mr. Daniel Reynen.

DISTRICT I - Encompasses the City Limits of Key West

"At Large" representative – Any resident who is not *directly* involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This word means someone who is not in business nor whose business or economic activity are dependent upon tourists).

Applicants are:

- Mr. Daniel Reynen

Approval of **one (1)** applicant is requested.

If you should have any questions, please do not hesitate to contact our administrative office at 296-1552.

APPLICATION

RECEIVED
FEB 22 2016
By

DISTRIC 1 ADVISORY COMMITTEE (DAC)

☐ **LODGING INDUSTRY** - shall be owners or operating/general managers of motels, hotels recreational vehicle parks or other tourist accommodations which are subject to bed tax in the tax collection district for which they are applying

☐ **TOURIST-RELATED BUSINESS** - shall be persons involved in business which is interdependent upon the tourist industry who have demonstrated an interest in tourist development but who shall not be employed in any position within the lodging industry (motels, hotels, recreational vehicle parks and other tourist accommodations and whose business is in the tax collection district for which they are applying)

☒ **AT LARGE** - Any resident who is not ***directly*** involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying (The operative word within this description is directly. This word means someone who is not in business, nor whose business or economic activity are dependent upon tourists).

NAME: Daniel Reynen

WORK ADDRESS: 1277 1st Street Suite 1
Key West, FL 33040

HOME ADDRESS: 1277 1st Street Suite 201
Key West, FL 33040

WORK PHONE: (305) 296-3434 **HOME / CELL :** (305) 304-1510
(please circle)

FAX NO: ( )888-407-7731 ***E-MAIL:** danieljreynen@me.com

Current Employment: President
WeBeFit Personal Training and Eden Entertainment Publishing

Employment History: President Eden Entertainment Ltd. dba WeBeFit Personal Trainin
2001
Bartender Bourbon St Pub 2000-2002
Bartender 801 Bourbon 1997-2000
Insurance Sales in the greater Chicago area 1991-1996

Organization/Membership Affiliation(s): Key West Chamber of Commerce
Key West Business Guild

Brief summary as to your qualifications to serve on this committee:

After serving on DAC I for the past three years I have demonstrated the ability to critically review applications for both capital and event funding. Then, to ask questions of clarification,if need be, in order to determine the application merit for funding. I have also demonstrated my ability to work with other DAC members to reach these goals.

I have an strong knowledge base of website development and web trafficking. I have used that knowledge to work with Tinsley Advertising to help direct their marketing efforts.

I throughly read and analyise all the documents given to the DAC so I am prepared for each meeting.

*DAC meeting packets will be distributed electronically via email to the address you provided on page 2 of this application. Please check the box below to opt out of this process and receive a paper packet in the mail:

☐ If appointed to this position, I choose to opt out of receiving electronic meeting packets, and to receive paper packets instead

Signature: _____ **Date:** 2/22/16

APPLICATION TO BE RECEIVED NO LATER THAN 5:00 P.M., **Friday MARCH 4, 2016**

IMPORTANT:
Applicant will be notified by phone or email that the application has been received by our office. If the applicant does not receive notification, it is his/her responsibility to contact the TDC office to confirm receipt.

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
1201 White Street, Suite 102
Key West, Florida 33040
(305) 296-1552 (telephone)/(305) 296-0788 (fax)

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of the minutes for the February 10, 2016 meeting.

Item Background: N/A

Advisory Committee Action: N/A

Previous Governing Board Action: N/A

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $_____ **Indirect Cost:** $_____ **Budgeted:** Yes ___ No ___.

Differential of Local Preference: _____

Cost to Land Authority: $_____ **Source of Funds:** _____.

Revenue Producing: Yes ____ No ___ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney ___ County Land Steward ___.

Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

February 10, 2016 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, February 10, 2016 at the Harvey Government Center located at 1200 Truman Avenue, Key West, Florida. Chairman David Rice called the meeting to order at 9:15 AM. Present and answering roll call, in addition to Chairman Rice, were Mayor Heather Carruthers, Commissioner Danny Kolhage, Commissioner Sylvia Murphy, and Commissioner George Neugent. Also in attendance were Executive Director Mark Rosch, Office Manager Dina Gambuzza, Counsel Ginny Stones, and members of the public.

The first item on the agenda was approval of the minutes for the meetings held on January 19, 2016 and January 20, 2016. A motion was made by Commissioner Kolhage and seconded by Commissioner Neugent to approve this item together with the next item on the agenda, which was approval of contracts to purchase the following properties for conservation:

a) Block 6, Lots 1, 29, and 30, Gulfstream Shores, Key Largo at a total cost of $80,245.50; and
b) Block 2, Lot 32, Eden Pines Colony, Big Pine Key at a total cost of $25,929.25.

There being no objections, the motion approving the minutes and the purchase of each of the above properties carried (5/0).

The next item was approval of a resolution adding a portion of Peary Court in Key West to the Acquisition List and authorizing funding toward the City of Key West's purchase of said property for affordable housing. A motion was made by Commissioner Murphy and seconded by Commissioner Neugent to approve the item. Public speaker Christine Russell addressed the Board. Following Board discussion, roll call on the motion was as follows: Mayor Carruthers, yes; Commissioner Kolhage, yes; Commissioner Murphy, yes; Commissioner Neugent, yes; and Chairman Rice, yes. The motion carried (5/0). [Resolution 01-2016]

The next item was approval of an employment agreement with Charles Pattison as Executive Director. A motion was made by Commissioner Murphy and seconded by Commissioner Neugent to approve the item. Following comments by Chairman Rice, roll call on the motion was as follows: Mayor Carruthers, yes; Commissioner Kolhage, yes; Commissioner Murphy, yes; Commissioner Neugent, yes; and Chairman Rice, yes. The motion carried (5/0).

There being no further business, the meeting was adjourned at 9:21 PM.

Minutes prepared by: _____
Mark J. Rosch
Executive Director

Approved by the Board on: _____

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of contracts to purchase property for conservation – Block 3, Lot 5, Eden Pines Colony First Addition, Big Pine Key.

Item Background: This acquisition is proposed to protect property rights and the natural environment and to provide mitigation land in support of the Big Pine Key Habitat Conservation Plan.

The subject property consists of a 6,000 square foot lot on Aster Lane on the bay side of Big Pine Key near mile marker 30. The property has a tier designation of Tier 2 – Transition and Sprawl Area, a zoning designation of Improved Subdivision, and vegetation consisting of exotic species. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate most of this property (about 5,575 square feet) will have a 25.1% to 100% probability of being inundated. The stewardship requirements for this property may include periodic trimming of vegetation to maintain navigation along the canal.

The property owners have agreed to sell the property for the price of $30,000. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On March 2, 2016 the Committee voted 4/0 to approve purchasing this property for the price of $30,000.

Previous Governing Board Action: The Board has approved the purchase of many other conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval.

Total Cost: $ 30,958.00 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 30,958.00 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward _X_.

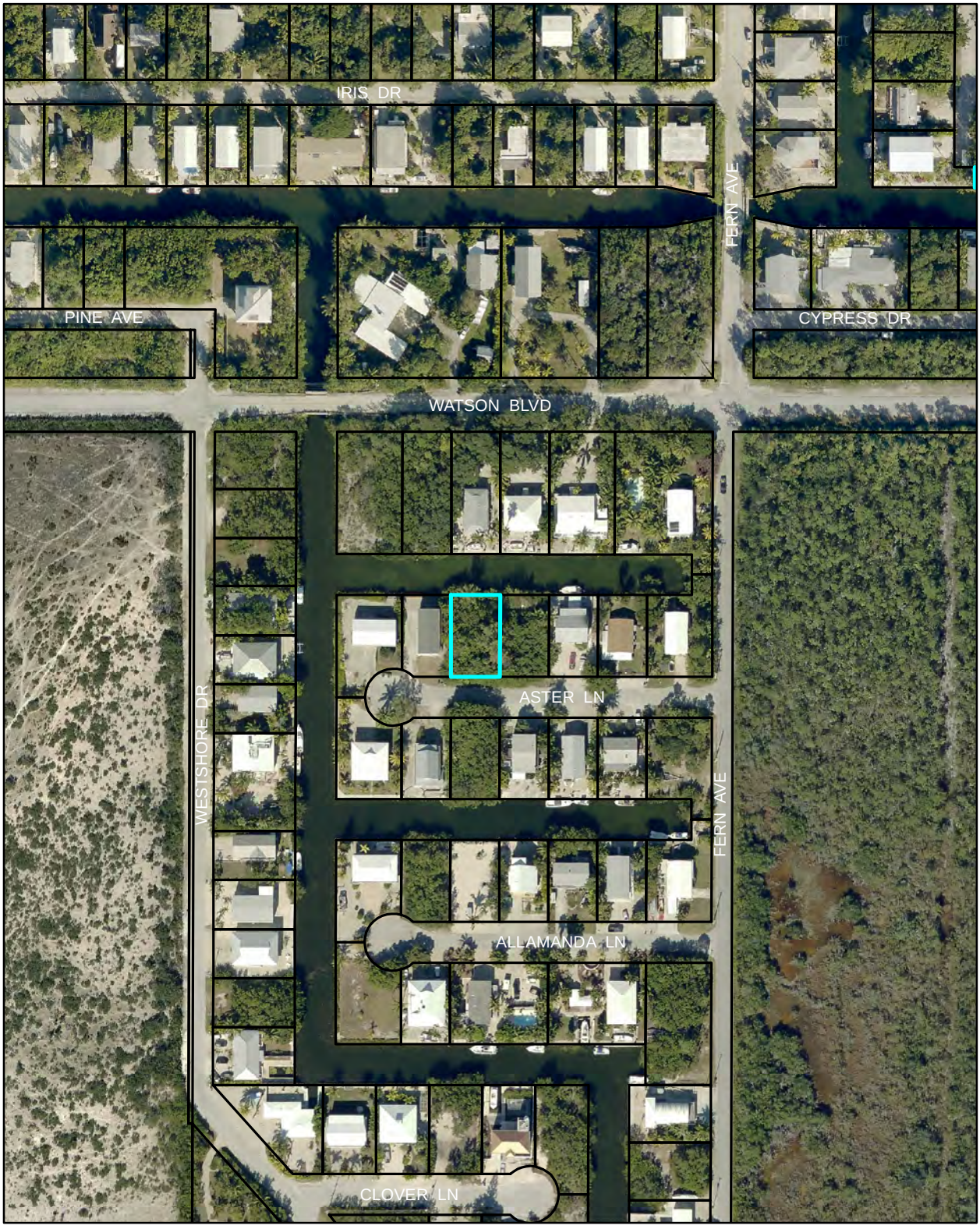
Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
03/23/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Block 3, Lot 5 Eden Pines Colony First Addition Big Pine Key Sellers: Richard and Sandy Brannin	$30,000.00	N/A	$547.50	$375.00	$35.50	$30,958.00

Aerial Photograph of Subject Property
Block 3, Lot 5, Eden Pines Colony First Addition
Big Pine Key



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between

Richard Brannin and Sandy Brannin

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$30,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 3, Lot 5, Eden Pines Colony First Addition (PB 5-26)
   RE# 00269510-000000

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the

unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$30,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

    5132 Nicholas Creek
    Wilmington, NC 28409-2356

    and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **February 17, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Richard Brannin**

_____	_____	_____
Signature	Date	Phone Number

Seller/ **Sandy Brannin**

_____	_____	_____
Signature	Date	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of contracts to purchase property for conservation - Block 5, Lot 18, Ramrod Shores Marina Section, Ramrod Key.

Item Background: This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of a 7,200 square foot lot on Dolphin Road on the bay side of Ramrod Key near mile marker 27. The property has a tier designation of Tier 1 - Natural Area, a zoning designation of Improved Subdivision, and vegetation consisting of exotics and tropical hardwood hammock. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate approximately one-quarter of this property will have a 25.1% to 74.9% probability of being inundated.

The property owner has agreed to sell the property for the price of $20,000. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On March 2, 2016 the Committee voted 4/0 to approve purchasing this property for the price of $20,000.

Previous Governing Board Action: The Board has approved the purchase of many other conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 20,900.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 20,900.50 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward _X_.

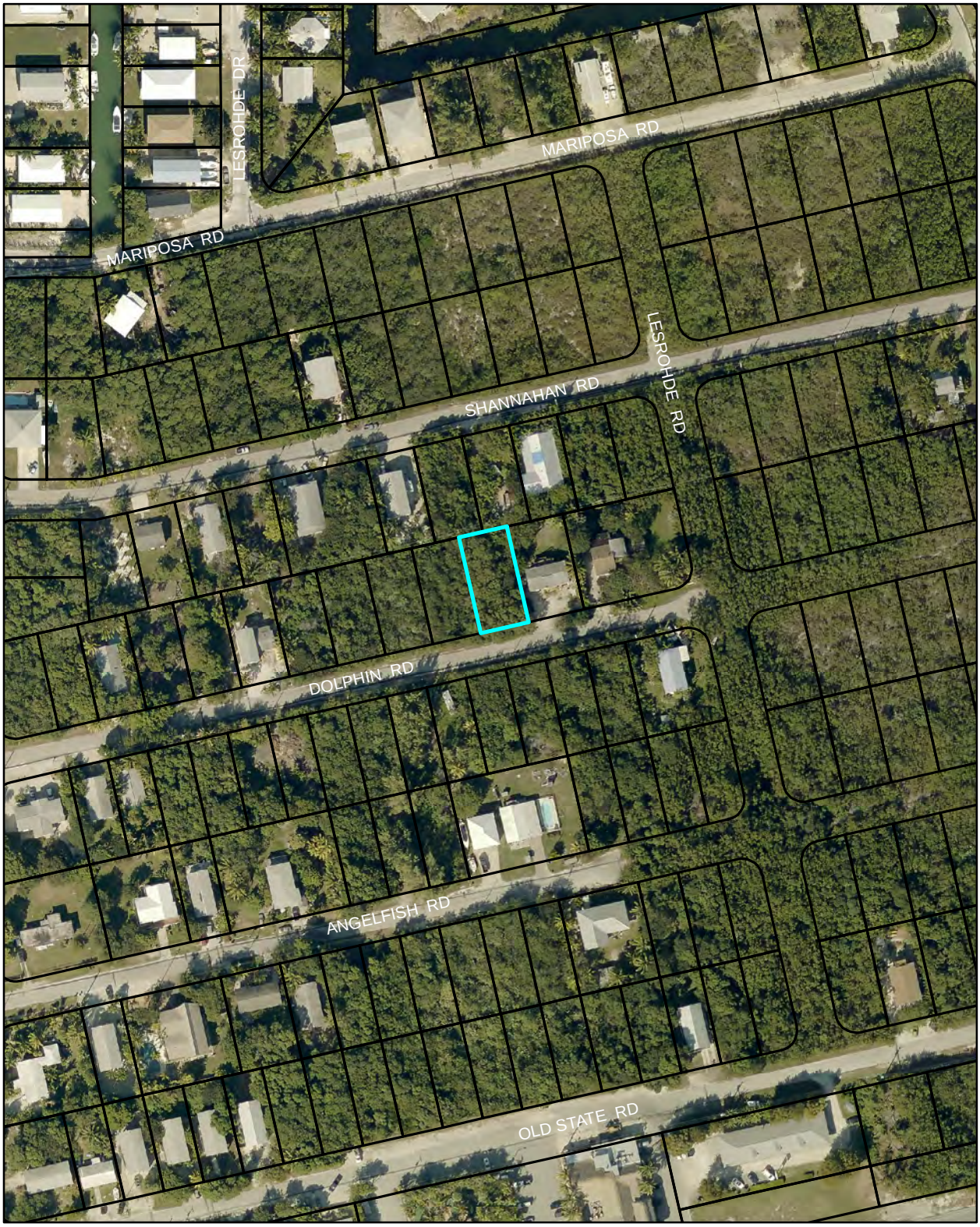
Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
03/23/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Block 5, Lot 18 Ramrod Shores Marina Section Ramrod Key Seller: John Brunelle	$20,000.00	N/A	$490.00	$375.00	$35.50	$20,900.50

Aerial Photograph of Subject Property
Block 5, Lot 18, Ramrod Shores Marina Section
Ramrod Key



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, is by and between

John Brunelle

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$20,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 5, Lot 18, Ramrod Shores Marina Section (PB 6-22)
   RE# 00210811-006400

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$20,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

6109 W. Audrey Lane	**with a copy to:**	**Michele Adams**
Glendale, AZ 85308		**American Caribbean Real Estate**
		michele@acresales.com

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **February 13, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **John Brunelle**

_____	_____	_____
Signature	Date	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of contracts to purchase property for conservation - Block 7, Lot 5, Ramrod Shores Marina Section, Ramrod Key.

Item Background: This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of an 8,400 square foot lot on Mariposa Road on the bay side of Ramrod Key near mile marker 27. The property has a tier designation of Tier 1 - Natural Area, a zoning designation of Improved Subdivision, and vegetation consisting of tropical hardwood hammock and exotics. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate this property will have a less than 25.1% probability of being inundated.

The property owner has agreed to sell the property for the price of $20,000. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On March 2, 2016 the Committee voted 4/0 to approve purchasing this property for the price of $20,000.

Previous Governing Board Action: The Board has approved the purchase of many other conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 20,900.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 20,900.50 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward _X_.

Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
03/23/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Block 7, Lot 5 Ramrod Shores Marina Section Ramrod Key Seller: Rodney R. Tompkins	$20,000.00	N/A	$490.00	$375.00	$35.50	$20,900.50

Aerial Photograph of Subject Property
Block 7, Lot 5, Ramrod Shores Marina Section
Ramrod Key

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between

Rodney R. Tompkins, as Trustee of the Trust Agreement of Rodney R. Tompkins dated 11/11/93

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$20,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 7, Lot 5, Ramrod Shores Marina Section (PB 6-22)
   RE# 00210811-009600

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$20,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

    420 Douglas Street
    Wayne, NE 68787

    and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **February 24, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Rodney R. Tompkins, asTrustee of the Trust Agreement of Rodney R. Tompkins dated 11/11/93**

_____	_____	_____
Signature	Date	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of contracts to purchase property for conservation - The east 50 feet of Lot 3, Block 6, Cutthroat Harbor Estates, Cudjoe Key.

Item Background: This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of a 6,250 square foot lot on Pieces of Eight Road and Old State Road 4A on the bay side of Cudjoe Key near mile marker 23. The property has a tier designation of Tier 1 - Natural Area, a zoning designation of Native Area, and vegetation consisting of tropical hardwood hammock. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 24-inch increase in sea level, estimates provided by the South Florida Water Management District indicate this property will have a 25.1% to 74.9% probability of being inundated.

The property owner has agreed to sell the property for the price of $7,008. The estimated closing costs for this transaction are listed in the agenda documentation.

Advisory Committee Action: On March 2, 2016 the Committee voted 4/0 to approve purchasing this property for the price of $7,008.

Previous Governing Board Action: The Board has approved the purchase of many other conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 7,893.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 7,893.50 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward _X_.

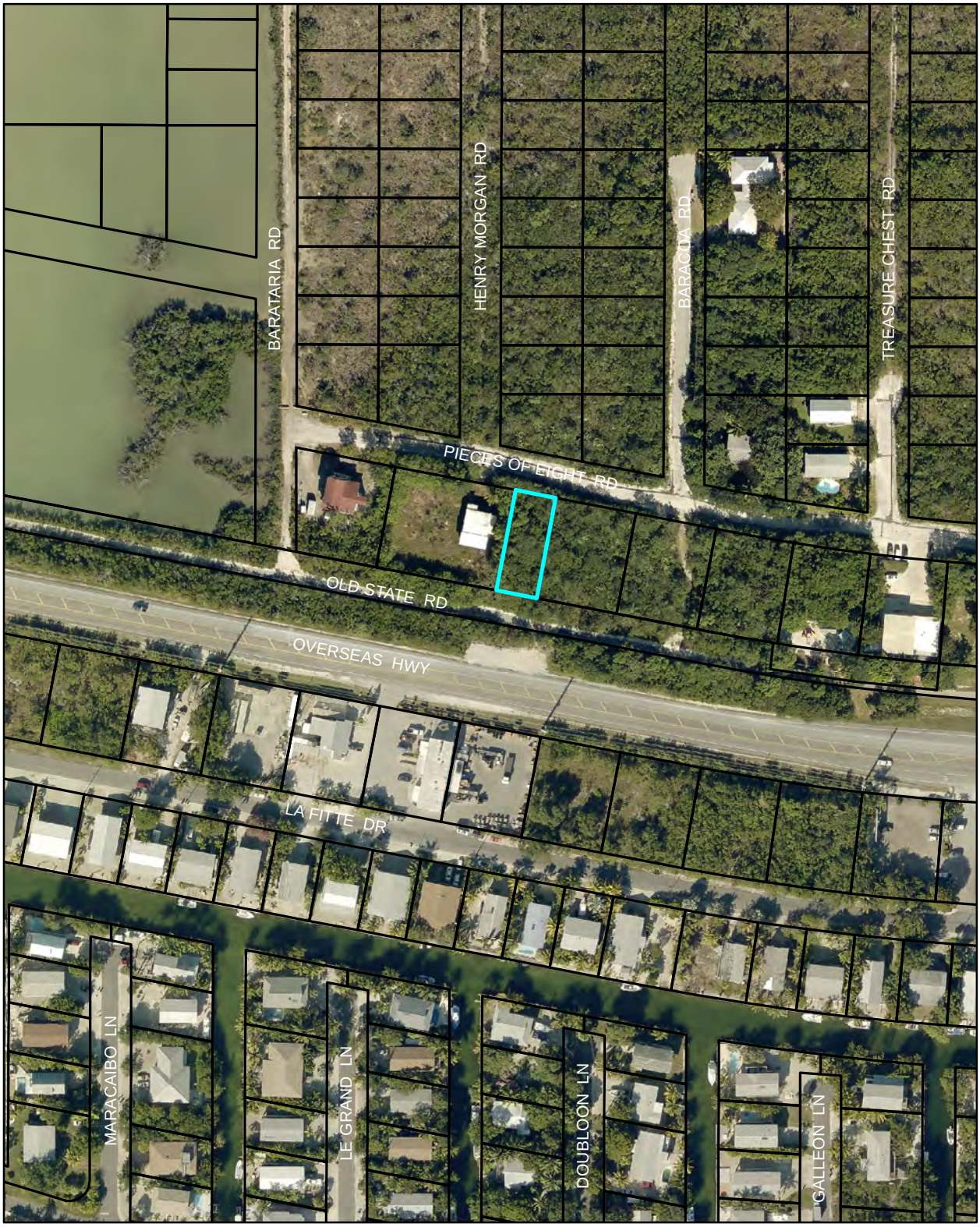
Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
03/23/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
The east 50 feet of Lt 3, Blk 6 Cutthroat Harbor Estates Cudjoe Key Seller: Don Vertregt	$7,008.00	N/A	$475.00	$375.00	$35.50	$7,893.50

Aerial Photograph of Subject Property
The east 50 feet of Lot 3, Block 6, Cutthroat Harbor Estates
Cudjoe Key



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between

Don Vertregt

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$7,008.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   The east 50 feet of Lot 3, Block 6, Cutthroat Harbor Estates (PB 4-165)
   RE# 00178070-000000

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$7,008.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

PO Box 430335	**with a copy to:**	**Ron Wnukowski**
Big Pine Key, FL 33043-0335		**A Key Real Estate Inc.**
		ron@akeyrealestate.com

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **February 26, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Don Vertregt**

_____	_____	_____
Signature	Date	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2016.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of a resolution authorizing the purchase of Block 16, Lot 9, Coco Plum Beach for conservation and authorizing subsequent conveyance of the property to the City of Marathon subject to a conservation easement.

Item Background: This acquisition is proposed to protect property rights and the natural environment. The subject property is located in Marathon and has been nominated by Marathon City Council Resolution 2016-10.

The proposed Land Authority resolution calls for the Land Authority to purchase the property and subsequently transfer title to the City subject to a conservation easement. The property consists of a 12,818 square foot lot at the corner of Coco Plum Drive and Avenue M on the ocean side of Fat Deer Key near mile marker 54. The property is zoned Residential Low. The property's vegetation consists of a mix of upland (exotic and tropical hardwood hammock) and wetland (mangrove and buttonwood) species. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 14 to 26 inches by the year 2060. In the event of a 12-inch increase in sea level, estimates provided by the South Florida Water Management District indicate approximately 10,500 square feet of this property will have a 25.1% to 100% probability of being inundated.

The property owners have agreed to sell the property for the price of $17,144. The estimated closing costs for purchasing the property and conveying the property to Marathon are listed in the agenda documentation.

Advisory Committee Action: On 3/2/16 the Committee voted 4/0 to approve the proposed resolution.

Previous Governing Board Action: The Board has approved the purchase of many other conservation properties in this subdivision.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ 18,469.00 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

Cost to Land Authority: $ 18,469.00 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward _X_.

Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

PURCHASE CONTRACT
03/23/16

Property	Purchase Price	Survey	Title Fees & Insurance	Attorney Fee	Recording Fee	Total Costs
Block 16, Lot 9 Coco Plum Beach Fat Deer Key Seller: Dianne L. Holden	$17,144.00	N/A	$478.50	$375.00	$35.50	$18,033.00

DONATION TO MARATHON
03/23/16

Property	Purchase Price	Survey	Title Insurance	Attorney Fee	Recording Fee	Total Costs
Block 16, Lot 9 Coco Plum Beach Fat Deer Key	$0.00	N/A	N/A	$375.00	$61.00	$436.00
					Total Cost	$18,469.00

Aerial Photograph of Subject Property
Block 16, Lot 9, Coco Plum Beach
Fat Deer Key

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE OF BLOCK 16, LOT 9, COCO PLUM BEACH FOR CONSERVATION AND AUTHORIZING THE SUBSEQUENT CONVEYANCE OF THE PROPERTY TO THE CITY OF MARATHON SUBJECT TO A CONSERVATION EASEMENT.

WHEREAS, Block 16, Lot 9, Coco Plum Beach, according to the plat thereof as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida (hereinafter "subject property") consists of environmentally sensitive land located within the municipal boundary of the City of Marathon (hereinafter “City”); and

WHEREAS, the City Council has adopted Resolution 2016-10 nominating the subject property for purchase by the Monroe County Comprehensive Plan Land Authority (hereinafter “Land Authority”) as conservation land and requesting the Land Authority to transfer title to the City subject to a conservation easement; and

WHEREAS, on March 2, 2016, the Land Authority Advisory Committee considered this resolution and voted 4/0 to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The subject property is hereby added to the Land Authority’s Acquisition List and the Land Authority’s purchase of the subject property pursuant to the purchase agreement in Exhibit A is hereby approved.

Section 2. The Chairman is hereby authorized to execute a deed and associated closing documents to convey title to the subject property as a donation to the City and to execute as Grantee the conservation easement in Exhibit B.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 23rd day of March, 2016.

Mayor Heather Carruthers	___
Commissioner Danny Kolhage	___
Commissioner Sylvia Murphy	___
Commissioner George Neugent	___
Chairman David Rice	___

(Seal)
ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Mark J. Rosch
Executive Director

_____
David P. Rice
Chairman

Exhibit "A"

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, is by and between

Tyrus C. Holden and Dianne L. Holden

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$17,144.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 16, Lot 9, Coco Plum Beach (PB 4-166)
   RE# 00365710-000000

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$17,144.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

3388 S. Leonard Road	**with a copy to:**	**Derrick Johnson**
New Palestine, IN 46163-9707		**Coco Plum Real Estate**
		derrickinflorida@hotmail.com

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 8, 2016** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

[The remainder of this page is intentionally blank.]

14. It is the LAND AUTHORITY'S intent to purchase the subject property as conservation land in partnership with the City of Marathon. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon the City of Marathon agreeing to accept title to the property from the LAND AUTHORITY with said title encumbered with a conservation easement in favor of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Tyrus C. Holden**

_____	_____	_____
Signature	Date	Phone Number

Seller/ **Dianne L. Holden**

_____	_____	_____
Signature	Date	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 20____.

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director

Exhibit "B"

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Adele V. Stones, Esq.
1200 Truman Avenue, Suite 207
Key West, FL 33040

Property Appraiser's Parcel Identification (Folio) Number:
00365710-000000

_____SPACE ABOVE THIS LINE FOR RECORDING DATA_____

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this ____ day of _____, 2016, by **The City of Marathon, Florida** of 9805 Overseas Highway, Marathon, Florida 33050, Grantor, to **Monroe County Comprehensive Plan Land Authority**, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, more particularly described as Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. *Grant of easement.*
In consideration for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. *Easement area.*
The location of the easement area on the servient estate is as follows: Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

3. *Baseline conditions within easement area.*
The Grantor acknowledges as of the date of this instrument the easement area is undeveloped with no development or structures of any kind and is vegetated with a mix of mangrove and buttonwood wetland species and exotic and native upland species.

4. *Restraints imposed by the conservation easement.*
The conservation easement granted by this instrument prohibits the following within the easement area:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized by the Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.

g) Acts or uses detrimental to such retention of land or water areas.

h) Transfer of development rights to or from the easement area.

5. *Terms and persons bound.*
This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. *Modification of easement.*
No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantor and Grantee.

7. *Attorney's fees.*
In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

8. *Entry of Grantee's representative on the servient estate.*
The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

9. *Limitation on Liability for Personal Injury or Injury to Property.*
The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee's activity related to this Grant of Easement. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the Grantor's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

10. *Notice.*
Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Grantor: **The City of Marathon, Florida**

_____
Witness #1 Signature

_____
By: **Mark Senmartin, Mayor**

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mark Senmartin, Mayor of The City of Marathon, Florida who is personally known to me or has produced _____ as identification.

SEAL

_____
Signature of Notary Public

My Commission Expires:

_____
Printed Name of Notary Public

IN WITNESS WHEREOF, Grantee accepts the Conservation Easement granted above and executes this instrument.

Grantee: **Monroe County Comprehensive Plan Land Authority**

_____
Witness #1 Signature

_____
By: **David P. Rice, Chairman**

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David P. Rice, Chairman of the Monroe County Comprehensive Plan Land Authority who is personally known to me or has produced _____ as identification.

SEAL

_____
Signature of Notary Public

My Commission Expires:

_____
Printed Name of Notary Public

Sponsored by: Lindsey

CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AS CONSERVATION LAND; REQUESTING THAT THE PROPERTY TITLE BE TRANSFERRED TO THE CITY; AUTHORIZING THE MAYOR TO SIGN A CONSERVATION EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lot 9, Block 16, Coco Plum Beach Subd., according to the Public Records of Monroe County, Florida (hereinafter "subject property") consist of environmentally sensitive land located within the City's municipal boundary; and

WHEREAS, purchase of the subject property as conservation land is consistent with the policies of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owners have agreed to sell the subject property to the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"); and

WHEREAS, the Land Authority wishes to assist the City in acquiring the subject property as conservation land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby nominates the subject property for purchase by the Land Authority as conservation land. Upon the Land Authority's purchase of the subject property, the City Council hereby requests that the Land Authority transfer title to the City of Marathon.

Section 3. The City Mayor is hereby authorized to execute the conservation easement in favor of the Land Authority set forth in Exhibit "A" attached hereto and incorporated herein.

Section 4. The City shall further waive stormwater and wastewater fees and assessments.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26th DAY OF JANUARY, 2016.

THE CITY OF MARATHON, FLORIDA

Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None

Diane Clavier, City Clerk
(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

David Migut, City Attorney

Exhibit "A"

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Adele V. Stones, Esq.
1200 Truman Avenue, Suite 207
Key West, FL 33040

Property Appraiser's Parcel Identification (Folio) Number:
00365710-000000

_____SPACE ABOVE THIS LINE FOR RECORDING DATA_____

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this ____ day of _____, 2016, by **The City of Marathon, Florida** of 9805 Overseas Highway, Marathon, Florida 33050, Grantor, to **Monroe County Comprehensive Plan Land Authority**, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, more particularly described as Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. *Grant of easement.*
In consideration for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. *Easement area.*
The location of the easement area on the servient estate is as follows: Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

3. *Baseline conditions within easement area.*
The Grantor acknowledges as of the date of this instrument the easement area is undeveloped with no development or structures of any kind and is vegetated with a mix of mangrove and buttonwood wetland species and exotic and native upland species.

4. *Restraints imposed by the conservation easement.*
The conservation easement granted by this instrument prohibits the following within the easement area:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized by the Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.

g) Acts or uses detrimental to such retention of land or water areas.

h) Transfer of development rights to or from the easement area.

5. *Terms and persons bound.*
This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. *Modification of easement.*
No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantor and Grantee.

7. *Attorney's fees.*
In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

8. *Entry of Grantee's representative on the servient estate.*
The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

9. *Limitation on Liability for Personal Injury or Injury to Property.*
The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee's activity related to this Grant of Easement. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the Grantor's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

10. *Notice.*
Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Grantor: **The City of Marathon, Florida**

Diane Clavier
Witness #1 Signature

Diane Clavier
Witness #1 Printed Name

Hilary Palmer
Witness #2 Signature

Hillary Palmer
Witness #2 Printed Name

By: **Mark Senmartin, Mayor**

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 29 day of January, 2016, by Mark Senmartin, Mayor of The City of Marathon, Florida who is personally known to me or has produced _____ as identification.

SEAL

DIANE CLAVIER
Notary Public - State of Florida
Commission # FF 220822
My Comm. Expires Jul 29, 2019
Bonded through National Notary Assn.

Diane Clavier
Signature of Notary Public

Diane Clavier
Printed Name of Notary Public

My Commission Expires: 7-29-19

IN WITNESS WHEREOF, Grantee accepts the Conservation Easement granted above and executes this instrument.

Grantee: **Monroe County Comprehensive Plan Land Authority**

_____
Witness #1 Signature

_____
By: **David P. Rice, Chairman**

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David P. Rice, Chairman of the Monroe County Comprehensive Plan Land Authority who is personally known to me or has produced _____ as identification.

SEAL

_____
Signature of Notary Public

My Commission Expires:

_____
Printed Name of Notary Public

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of a resolution authorizing the Executive Director and Executive Director's designee to execute purchase agreements on behalf of the Land Authority.

Item Background: This resolution is proposed as part of the transition of Charles Pattison assuming the position of the Executive Director. The current resolution authorizing staff to execute purchase agreements (Resolution 09-2004) will expire once Mark Rosch is no longer Executive Director.

Advisory Committee Action: On March 2, 2016 the Committee voted 4/0 to approve this resolution.

Previous Governing Board Action: On 2/10/16 the Board approved a contract to hire Charles Pattison as Executive Director. On 9/21/04 the Board approved Resolution 09-2004.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $ N/A **Indirect Cost:** $_____ **Budgeted:** Yes ___ No ___.

Cost to Land Authority: $ N/A **Source of Funds:** _____

Revenue Producing: Yes ____ No _X_ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward ___.

Documentation: Included: _X_ Not Required: ___.

Disposition: _____ Agenda Item ____

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR AND THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE PURCHASE AGREEMENTS ON BEHALF OF THE LAND AUTHORITY.

WHEREAS, the purchase of property by the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") is subject to approval by the Land Authority's Advisory Committee and Governing Board; and

WHEREAS, allowing staff to execute purchase agreements accelerates the Land Authority's process for acquiring property; and

WHEREAS, the current resolution authorizing staff to execute purchase agreements (Resolution 09-2004) will expire once Mark J. Rosch is no longer Executive Director; and

WHEREAS, the Land Authority Governing Board has hired Charles Pattison to serve as the Land Authority's new Executive Director beginning on April 4, 2016;

WHEREAS, the Land Authority Advisory Committee considered this resolution on March 2, 2016 and voted 4/0 to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that the Executive Director and the Executive Director's designee are hereby authorized to execute purchase agreements on behalf of the Land Authority subject to each of the following requirements:

1. The Executive Director or the Executive Director's designee shall consult with the Chairman or Vice Chairman of the Advisory Committee prior to executing the purchase agreement.

2. The purchase agreement shall specify that the transaction is contingent upon approval by the Advisory Committee and Governing Board.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 23rd day of March, 2016.

Mayor Heather Carruthers	___
Commissioner Danny Kolhage	___
Commissioner Sylvia Murphy	___
Commissioner George Neugent	___
Chairman David Rice	___

(Seal)
ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Mark J. Rosch
Executive Director

_____
David P. Rice
Chairman

RESOLUTION NO. 09-2004

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING MARK J. ROSCH AS EXECUTIVE DIRECTOR TO EXECUTE PURCHASE AGREEMENTS ON BEHALF OF THE LAND AUTHORITY.

WHEREAS, pursuant to section 380.0661, *et seq.*, Florida Statutes (FS), section 9.3-2, Monroe County Code, and Land Authority Rule 02-1991, the purchase of property by the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") is subject to approval by the Land Authority's Advisory Committee and Governing Board; and

WHEREAS, due to the meeting schedules of said Advisory Committee and Governing Board, approval of proposed purchase agreements requires a period of 30 to 60 days; and

WHEREAS, some Sellers, particularly Sellers of lots suitable for development with affordable housing, are reluctant to take their properties off the market during said 30 to 60 day approval period in the absence of a purchase agreement executed by the Land Authority; and

WHEREAS, in response to these issues, on October 15, 2003 the Land Authority Governing Board adopted Resolution 11-2003 authorizing the Executive Director to execute purchase agreements on behalf of the Land Authority on a temporary basis; and

WHEREAS, on August 26, 2004, the Advisory Committee voted 5/0 to approve making said authorization permanent, so long as Mark J. Rosch is the Executive Director; and

WHEREAS, the Governing Board wishes to approve the Advisory Committee's recommendations; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that Mark J. Rosch, as Executive Director, is hereby authorized to execute purchase agreements on behalf of the Land Authority subject to each of the following requirements:

1. The Executive Director shall consult with the Chairman or Vice Chairman of the Advisory Committee prior to executing the purchase agreement.

2. The purchase agreement shall specify that the transaction is contingent upon approval by the Advisory Committee and Governing Board.

3. As long as Mark J. Rosch remains in the position of Executive Director, the authorization granted by this resolution shall not expire unless rescinded or otherwise discontinued by the Advisory Committee or Governing Board.

4. The authorization granted by this resolution shall automatically be rescinded upon the resignation or termination of Mark J. Rosch from the position of Executive Director.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 21st day of September 2004.

Commissioner McCoy	Yes
Mayor Nelson	Absent
Commissioner Neugent	Yes
Commissioner Spehar	Yes
Chairman Rice	Yes

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

Mark J. Rosch
Executive Director

David P. Rice
Chairman

Approved for Legal Sufficiency

Larry R. Erskine

LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 **Department:** Land Authority

Bulk Item: Yes __ No _X_ **Staff Contact / Phone #:** Mark Rosch / 295-5180

Agenda Item Wording: Approval of a resolution regarding the execution of all warrants, legal documents and papers, and other instruments on behalf of the Land Authority.

Item Background: This resolution is proposed as part of the transition of Charles Pattison assuming the position of the Executive Director. The current resolution of this type (Resolution 09-2015) names Mark Rosch as a signatory.

Advisory Committee Action: N/A

Previous Governing Board Action: On 2/10/16 the Board approved a contract to hire Charles Pattison as Executive Director. On 12/9/15 the Board approved Resolution 09-2015.

Contract/Agreement Changes: N/A

Staff Recommendation:

Total Cost: $ N/A **Indirect Cost:** $_____ **Budgeted:** Yes ___ No ___.

Cost to Land Authority: $ N/A **Source of Funds:** _____.

Revenue Producing: Yes ___ No ___ **Amount per Month:** _____ **Year:** _____

Approved By: Attorney _X_ County Land Steward ___.

Documentation: Included: _X_ Not Required: ___.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY REGARDING THE EXECUTION OF ALL WARRANTS, LEGAL DOCUMENTS AND PAPERS, AND OTHER INSTRUMENTS ON BEHALF OF THE LAND AUTHORITY.

WHEREAS, Resolution 09-2015 grants signature authority to current Executive Director Mark J. Rosch; and

WHEREAS, the Monroe County Comprehensive Plan Land Authority has hired Charles Pattison to serve as the Land Authority's new Executive Director beginning on April 4, 2016; and

WHEREAS, it is necessary to authorize the new Executive Director to sign all warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. That effective April 4, 2016, Chairman David P. Rice and the Executive Director Charles Pattison are hereby authorized to sign warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority in accordance with the internal control requirements of Resolution 04-1997 and staff is directed to prepare a facsimile stamp of the Chairman's signature in furtherance thereof.

Section 2. That effective April 4, 2016, in Chairman Rice's absence, Vice Chairman Danny Kolhage and the Executive Director Charles Pattison are hereby authorized to sign warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority in accordance with the internal control requirements of Resolution 04-1997.

Section 3. That the presently authorized signatures validating Land Authority checks are hereby continued for sixty days from this date in order to meet payroll and other necessary obligations.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 23rd day of March, 2016.

Chairman David Rice	_____
Vice Chairman Danny Kolhage	_____
Mayor Heather Carruthers	_____
Commissioner Sylvia Murphy	_____
Commissioner George Neugent	_____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Mark J. Rosch
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality:

_____
Adele V. Stones, Esquire

RESOLUTION NO. 09-2015

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY REGARDING THE EXECUTION OF ALL WARRANTS, LEGAL DOCUMENTS AND PAPERS, AND OTHER INSTRUMENTS ON BEHALF OF THE LAND AUTHORITY.

WHEREAS, the members of the Governing Board of the Monroe County Comprehensive Plan Land Authority have elected a Chairman and Vice Chairman; and

WHEREAS, it is necessary to authorize the Chairman and Vice Chairman of said Board to sign all warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority, NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. That Chairman David P. Rice and Executive Director Mark J. Rosch are hereby authorized to sign warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority in accordance with the internal control requirements of Resolution 04-1997 and staff is directed to prepare a facsimile stamp of the Chairman's signature in furtherance thereof.

Section 2. That in Chairman David P. Rice's absence, Vice Chairman Danny L. Kolhage and Executive Director Mark J. Rosch are hereby authorized to sign warrants, legal documents and papers, and other instruments on behalf of the Monroe County Comprehensive Plan Land Authority in accordance with the internal control requirements of Resolution 04-1997.

Section 3. That the presently authorized signatures validating Land Authority checks are hereby continued for sixty days from this date in order to meet payroll and other necessary obligations.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 9th day of December, 2015.

(Seal)

Chairman	David Rice	Yes
Vice Chairman	Danny Kolhage	Yes
Commissioner	Heather Carruthers	Yes
Commissioner	Sylvia Murphy	Yes
Commissioner	George Neugent	Yes

ATTEST:

Mark J. Rosch
Executive Director

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

Chairman

Approved as to form and legality:

Adele V. Stones, Esquire

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning/Code/Building

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Christine Hurley, 289-2517

AGENDA ITEM WORDING: Approval of an exception to Section 2.02C of the personnel policies and approval to create a new Executive Administrator position (FTE) to be occupied for up to six months overlapping with the current Executive Administrator who is retiring by the end of 2016.

ITEM BACKGROUND: The Executive Administrator will be retiring by the end of 2016. This is a key position whose span of responsibilities is far reaching throughout the county organization. Personnel policies allow up to a 30 day overlap for replacements and require BOCC approval for any new position establishment greater than 30 days. With BOCC approval, a new Executive Administrator position will be established in lieu of waiting until the 30 days prior to replacement. A longer overlap period will allow sufficient time for training and familiarization of required duties and establishment of working relationships with other departments/agencies. Additional cost of the Additional FTE for 6 months is estimated to be $34,391.00. There is adequate funding in the budget to cover this expense due to decreased expenses in 2016.

Following the Executive Administrator position's retirement, the new 6 month FTE position would be eliminated and the same Executive Administrator position would continue to be under Admin (50001-510120).

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: $34,391.00 (Loaded) **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No N/A

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: ____ **SOURCE OF FUNDS:** 148-50001

REVENUE PRODUCING: Yes ___ No N/A **AMOUNT PER MONTH** N/A **Year** ____

APPROVED BY: County Atty 3/17 OMB/Purchasing ____ Risk Management _____

DOCUMENTATION: Included ____ Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes X No ___ Staff Contact Person/Phone #: Mayté Santamaria, 289-2562

AGENDA ITEM WORDING: Approval of an exception to Section 2.02C of the personnel policies and approval to create a new Sr. Coordinator, Planning Commission position (FTE) to be occupied for up to six months overlapping with the current Sr. Coordinator, Planning Commission who is retiring at the beginning of 2017.

ITEM BACKGROUND: The Sr. Coordinator, Planning Commission will be retiring at the beginning of 2017. This is a key position with critical responsibilities which are essential to the department organization, file maintenance, scheduling, noticing and coordinating the Planning Commission and Development Review Committee. This position has responsibilities which are far reaching throughout the county organization. Personnel policies allow up to a 30 day overlap for replacements and require BOCC approval for any new position establishment greater than 30 days. With BOCC approval, a new Sr. Coordinator, Planning Commission position will be established in lieu of waiting until the 30 days prior to replacement. A longer overlap period will allow sufficient time for training and familiarization of required duties and establishment of working relationships with other departments/agencies. Additional cost of the Additional FTE for 6 months is estimated to be $31,305.00. There is adequate funding in the budget to cover this expense due to vacancy savings and decreased expenses in 2016.

Following the Sr. Coordinator, Planning Commission position's retirement, the new 6 month FTE position would be eliminated and the same Sr. Coordinator, Planning Commission position would continue to be under Admin (50500-510120).

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: $31,305.00 (loaded) **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No N/A

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** 148-50500

REVENUE PRODUCING: Yes ___ No N/A **AMOUNT PER MONTH** N/A **Year** ___

APPROVED BY: County Atty SPJ 3/8 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Building

Bulk Item: Yes X No __ Staff Contact Person/Phone #: Ed Koconis, 453-8727

AGENDA ITEM WORDING: Transfer $571,364 to offset the cost of permitting waived by the BOCC into Fund 180 for development of new affordable housing.

ITEM BACKGROUND: The BOCC adopted the Employee Housing Fair Share Impact Fee through Ordinance 032-2001. It was amended through Ordinance 046-2003. The Land Development Code reads as follows:

Section 138-56. Employee housing fair share impact fee.

(d) *Proceeds.* Proceeds from the impact fees collected shall be deposited in the employee housing fair share impact fee account and used exclusively to offset the cost of required permitting and connection fees related to the development of new employee housing, in accordance with a schedule and procedures recommended by the Planning Commission and approved by the Board of County Commissioners.

The County has waived $1,189,177 in affordable housing permit fees that are eligible for reimbursement from the employee housing fair share impact fee account the details of which are attached. The employee housing fair share impact fee fund balance is $571,364. If this transfer is approved, then $617,813 in affordable housing waived permitting fees would remain eligible for future transfer into the permitting Fund 180.

PREVIOUS RELEVANT BOCC ACTION: On March 19, 2008 the BOCC voted to transfer the remaining balance of $116,593 from the Employee Housing Fair Share Impact Fee Fund to the Growth Management Division to reimburse past waiving of fees for affordable housing. However, the transfer never occurred.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Transfer $570,970 from the Employee Housing Fair Share Impact Fee to Fund 180 in the Building Department to offset the cost of permitting work waived by the BOCC for development of affordable housing.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No N/A

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No N/A **AMOUNT PER MONTH** N/A **Year** ___

APPROVED BY: County Atty 3/17 OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

PERMIT FEE WAIVERS

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
02101476	M C HOUSING AUTHORITY	BK 9 LT 12 JOHNSONVILLE, BIG COPPITT	5/29/2002	$993.82
02101477	M C HOUSING AUTHORITY	BK 9 LT 12 JOHNSONVILLE, BIG COPPITT	5/29/2002	$1,029.82
02102791	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #3	6/21/2002	$635.02
02102793	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #4	6/21/2002	$635.02
02102794	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #5	6/21/2002	$635.02
02102795	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #6	6/21/2002	$635.02
02102796	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #7	6/21/2002	$635.02
02102797	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #8	6/21/2002	$635.02
02102798	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #9	6/21/2002	$635.02
02102799	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #10	6/21/2002	$635.02
02102800	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #11	6/21/2002	$635.02
02105382	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #1	12/18/2002	$635.02
02105385	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #2	12/18/2002	$635.02
02105386	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #12	12/18/2002	$635.02
02105387	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #13	12/18/2002	$635.02
02105388	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #14	12/18/2002	$635.02
02105389	HABITAT LANDINGS	PALM VILLA, BIG PINE KEY, #15	12/18/2002	$635.02
FISCAL YEAR 2002 - TOTAL FEES WAIVED				$11,548.94

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
03101669	MERIDIAN WEST	DOG TRACK PARCEL 3 - SITEWORK	10/7/2003	$1,207.02
03104427	MERIDIAN WEST	DOG TRACK PARCEL 3 - OFFICE/STORAGE TRAILER	10/7/2003	$202.00
03101670	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #1)	10/20/2003	$982.02
03101682	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #2)	10/20/2003	$982.02
03101694	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #3)	10/20/2003	$982.02
03101700	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #4)	10/20/2003	$982.02
03101704	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #5)	10/20/2003	$982.02
03101716	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #6)	10/20/2003	$680.02
03101760	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 (BLDG #9)	10/20/2003	$982.02
03105624	MERIDIAN WEST	DOG TRACK PARCELS CONDO PARC 3 CLUBHOUSE)	1/15/2004	$2.00
FISCAL YEAR 2004 - TOTAL FEES WAIVED				$7,983.16

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
06102399	PARK VILLAGE	2 6TH AVENUE, STOCK ISLAND UNIT 1	8/1/2006	$1,671.54
06104206	PARK VILLAGE	4 6TH AVENUE, STOCK ISLAND UNIT 2	8/1/2006	$1,671.54
06104225	PARK VILLAGE	6 6TH AVENUE, STOCK ISLAND UNIT 3	8/1/2006	$1,671.51
06104226	PARK VILLAGE	8 6TH AVENUE, STOCK ISLAND UNIT 4	8/1/2006	$1,671.50
06104227	PARK VILLAGE	10 6TH AVENUE, STOCK ISLAND UNIT 5	8/1/2006	$1,671.49
06104229	PARK VILLAGE	12 6TH AVENUE, STOCK ISLAND UNIT 6	8/1/2006	$1,671.47
06104230	PARK VILLAGE	14 6TH AVENUE, STOCK ISLAND UNIT 7	8/1/2006	$1,671.46
06104237	PARK VILLAGE	16 6TH AVENUE, STOCK ISLAND UNIT 8	8/1/2006	$1,671.44
06104238	PARK VILLAGE	18 6TH AVENUE, STOCK ISLAND UNIT 9	8/1/2006	$1,671.43
06104239	PARK VILLAGE	20 6TH AVENUE, STOCK ISLAND UNIT 10	8/1/2006	$1,671.41
06104241	PARK VILLAGE	26 6TH AVENUE, STOCK ISLAND UNIT 11	8/1/2006	$703.54
06104242	PARK VILLAGE	27 6TH AVENUE, STOCK ISLAND UNIT 12	8/1/2006	$703.54
06104243	PARK VILLAGE	28 6TH AVENUE, STOCK ISLAND UNIT 13	8/1/2006	$703.54
06104244	PARK VILLAGE	29 6TH AVENUE, STOCK ISLAND UNIT 14	8/1/2006	$703.54
06104245	PARK VILLAGE	30 6TH AVENUE, STOCK ISLAND UNIT 15	8/1/2006	$703.54
06104247	PARK VILLAGE	31 6TH AVENUE, STOCK ISLAND UNIT 16	8/1/2006	$703.54
06104248	PARK VILLAGE	32 6TH AVENUE, STOCK ISLAND UNIT 17	8/1/2006	$703.54
06104249	PARK VILLAGE	33 6TH AVENUE, STOCK ISLAND UNIT 18	8/1/2006	$703.54

06104250	PARK VILLAGE	34 6TH AVENUE, STOCK ISLAND UNIT 19	8/1/2006	$703.54
06104251	PARK VILLAGE	35 6TH AVENUE, STOCK ISLAND UNIT 20	8/1/2006	$703.54
06104252	PARK VILLAGE	32 6TH AVENUE, STOCK ISLAND UNIT 21	8/1/2006	251.54
06104254	PARK VILLAGE	34 6TH AVENUE, STOCK ISLAND UNIT 22	8/1/2006	251.54
06104255	PARK VILLAGE	36 6TH AVENUE, STOCK ISLAND UNIT 23	8/1/2006	251.54
06104262	PARK VILLAGE	38 6TH AVENUE, STOCK ISLAND UNIT 24	8/1/2006	251.54
06104264	PARK VILLAGE	40 6TH AVENUE, STOCK ISLAND UNIT 25	8/1/2006	251.54
06104268	PARK VILLAGE	42 6TH AVENUE, STOCK ISLAND UNIT 26	8/1/2006	251.54
06104269	PARK VILLAGE	44 6TH AVENUE, STOCK ISLAND UNIT 27	8/1/2006	251.54
06104270	PARK VILLAGE	46 6TH AVENUE, STOCK ISLAND UNIT 28	8/1/2006	251.54
06104271	PARK VILLAGE	48 6TH AVENUE, STOCK ISLAND UNIT 29	8/1/2006	251.54
06104273	PARK VILLAGE	50 6TH AVENUE, STOCK ISLAND UNIT 30	8/1/2006	251.54
06104276	PARK VILLAGE	41 6TH AVENUE, STOCK ISLAND UNIT 31	8/1/2006	251.54
06104280	PARK VILLAGE	42 6TH AVENUE, STOCK ISLAND UNIT 32	8/1/2006	251.54
06104281	PARK VILLAGE	43 6TH AVENUE, STOCK ISLAND UNIT 33	8/1/2006	251.54
06104282	PARK VILLAGE	44 6TH AVENUE, STOCK ISLAND UNIT 34	8/1/2006	251.54
06104283	PARK VILLAGE	45 6TH AVENUE, STOCK ISLAND UNIT 35	8/1/2006	251.54
06104285	PARK VILLAGE	46 6TH AVENUE, STOCK ISLAND UNIT 36	8/1/2006	251.54
06104286	PARK VILLAGE	47 6TH AVENUE, STOCK ISLAND UNIT 37	8/1/2006	251.54
06104287	PARK VILLAGE	48 6TH AVENUE, STOCK ISLAND UNIT 38	8/1/2006	251.54
06104288	PARK VILLAGE	49 6TH AVENUE, STOCK ISLAND UNIT 39	8/1/2006	251.54
06104289	PARK VILLAGE	50 6TH AVENUE, STOCK ISLAND UNIT 40	8/1/2006	251.54
FISCAL YEAR 2006 - TOTAL FEES WAIVED				$28,780.99

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
07102129	PARK VILLAGE	40 UNITS - GARAGE DOORS	5/10/2007	$3,280.00
07101403	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #7	8/31/2007	$1,495.00
07102981	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #25	9/5/2007	$1,495.00
07102982	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #17	9/5/2007	$1,495.00
07103412	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #5	8/10/2007	$1,495.00
07103413	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #6	8/10/2007	$1,495.00
07103414	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #9	8/10/2007	$1,495.00
07103415	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #10	8/10/2007	$1,495.00
07103416	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #11	8/10/2007	$1,495.00
07103417	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #12	8/10/2007	$1,495.00
07103418	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #15	8/10/2007	$1,495.00
07103419	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #16	8/10/2007	$1,495.00
07103420	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #30	8/10/2007	$1,495.00
07103421	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #31	8/10/2007	$1,495.00
07103422	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #32	8/10/2007	$1,495.00
07103423	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #33	8/10/2007	$1,495.00
07103424	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #34	8/10/2007	$1,495.00
07103425	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #35	8/10/2007	$1,495.00
07103426	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #36	8/10/2007	$1,495.00
07103427	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #37	8/10/2007	$1,495.00
07103428	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #38	8/10/2007	$1,495.00
07103429	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #39	8/10/2007	$1,495.00
07103430	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #48	8/10/2007	$1,495.00
07103431	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #49	8/10/2007	$1,495.00
07103432	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #50	8/10/2007	$1,495.00
07103433	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #51	8/10/2007	$1,495.00
07103434	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #52	8/10/2007	$1,495.00

07103435	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #53	8/10/2007	$1,495.00
07103436	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #60	8/10/2007	$1,495.00
07103437	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #61	8/10/2007	$1,495.00
07103438	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #62	8/10/2007	$1,495.00
07103439	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #63	8/10/2007	$1,495.00
07103440	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #69	8/10/2007	$1,495.00
07103441	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #70	8/10/2007	$1,495.00
07103442	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #71	8/10/2007	$1,495.00
07103443	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #72	8/10/2007	$1,495.00
07103444	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #74	8/10/2007	$1,495.00
07103445	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #82	8/10/2007	$1,495.00
07103446	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #83	8/10/2007	$1,495.00
07103814	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #8	8/31/2007	$1,495.00
07103815	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #13	8/31/2007	$1,495.00
07103816	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #14	8/31/2007	$1,495.00
07103817	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #23	8/31/2007	$1,495.00
07103818	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #24	8/31/2007	$1,495.00
07103851	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #18	9/5/2007	$1,495.00
07103852	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #19	9/5/2007	$1,495.00
07103853	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #20	9/5/2007	$1,495.00
07103854	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #21	9/5/2007	$1,495.00
07103855	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #22	9/5/2007	$1,495.00
07103856	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #26	9/5/2007	$1,495.00
07103857	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #27	9/5/2007	$1,495.00
07103858	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #28	9/5/2007	$1,495.00
07103859	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #41	9/5/2007	$1,495.00
07103860	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #42	9/5/2007	$1,495.00
07103861	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #43	9/5/2007	$1,495.00
07103862	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #44	9/5/2007	$1,495.00
07103863	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #45	9/5/2007	$1,495.00
07103864	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #46	9/5/2007	$1,495.00
07103865	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #55	9/5/2007	$1,495.00
07103866	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #58	9/5/2007	$1,495.00
07103867	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #65	9/5/2007	$1,495.00
07103868	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #66	9/5/2007	$1,495.00
07103869	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #67	9/5/2007	$1,495.00
07103870	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #76	9/5/2007	$1,495.00
07103871	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #77	9/5/2007	$1,495.00
07103872	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #78	9/5/2007	$1,495.00
07103873	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #79	9/5/2007	$1,495.00
07103874	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #80	9/5/2007	$1,495.00
07103875	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #85	9/5/2007	$1,495.00
07103876	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #88	9/5/2007	$1,495.00
07103880	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #29	9/5/2007	$1,495.00
07103881	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #40	9/5/2007	$1,495.00
07103882	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #47	9/5/2007	$1,495.00
07103883	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #54	9/5/2007	$1,495.00
07103884	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #56	9/5/2007	$1,495.00
07103885	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #57	9/5/2007	$1,495.00
07103886	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #59	9/5/2007	$1,495.00
07103887	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #64	9/5/2007	$1,495.00
07103888	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #68	9/5/2007	$1,495.00

07103889	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #75	9/5/2007	$1,495.00
07103890	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #81	9/5/2007	$1,495.00
07103891	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #84	9/5/2007	$1,495.00
07103892	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #86	9/5/2007	$1,495.00
07103893	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #87	9/5/2007	$1,495.00
07103894	ISLANDER VILLAGE	ISLANDER VILLAGE UNIT #89	9/5/2007	$1,495.00
FISCAL YEAR 2007 - TOTAL FEES WAIVED				$128,860.00

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
07302467	HABITAT FOR HUMANITY	702 SHARON PLACE KEY LARGO	12/7/2007	$127.00
08101933	BAYSIDE LANDING	BAYSIDE LANDING 18 UNITS	8/13/2008	$4,398.00
08101292	BAYSIDE LANDING	BAYSIDE LANDING SITE WORK	8/13/2008	$3,989.00
08101176	ISLANDER VILLAGE	5TH AVE, STOCK ISLAND - ISLANDER VILLAGE	4/10/2008	$1,634.00
08100742	ISLANDER VILLAGE	5TH AVE, STOCK ISLAND - ISLANDER VILLAGE	4/28/2008	$1,634.00
08101706	ISLANDER VILLAGE	5TH AVE, STOCK ISLAND - ISLANDER VILLAGE	5/12/2008	$814.00
08101790	ISLANDER VILLAGE	5TH AVE, STOCK ISLAND - ISLANDER VILLAGE	5/19/2008	$166.00
07102801	FLAGLER VILLAGE	FLAGLER VILLAGE SITE WORK	8/17/2007	$37,507.48
07102803	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #29	8/17/2007	$34,810.49
07102804	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #1	8/17/2007	$1,489.68
07102805	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #17	8/20/2007	$1,267.04
07103595	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #30	8/17/2007	$249.08
07103596	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #31	8/17/2007	$381.00
07103597	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #32	8/17/2007	$1,011.66
07103600	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #34	8/17/2007	$686.00
07103611	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #18	8/20/2007	$229.00
07103612	FLAGLER VILLAGE	FLAGLER VILLAGE UNIT #19	8/20/2007	$863.56
FISCAL YEAR 2008 - TOTAL FEES WAIVED				$91,256.99

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
08101933	BAYSIDE LANDING	BAYSIDE LANDING REV B (for all units)	6/3/2009	$1,804.00
09301313	HABITAT FOR HUMANITY	98970 OVERSEAS HIGHWAY	6/4/2009	$6,971.64
08101933	BAYSIDE LANDING	BAYSIDE LANDING REV C (for all units)	7/23/2009	$15,000.00
08103966	ISLANDER VILLAGE	5TH AVE, STOCK ISLAND	12/10/2008	$620.00
FISCAL YEAR 2009 - TOTAL FEES WAIVED				$24,395.64

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
09104916	HABITAT FOR HUMANITY	3RD AVE, STOCK ISLAND APTS	12/14/2009	$969.00
09104917	HABITAT FOR HUMANITY	3RD AVE, STOCK ISLAND APTS	12/14/2009	$969.00
08101933	BAYSIDE LANDING	BAYSIDE LANDING REV E (for all units)	3/30/2010	$253.00
FISCAL YEAR 2010 - TOTAL FEES WAIVED				$2,191.00

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
10304235	BLUEWATER	100 BURTON (SITE WORK)	10/14/2010	$42,288.92
10304236	BLUEWATER	100 BURTON DR - UNIT #1	10/14/2010	$74,223.46
10302923	KEYS LAKE VILLAS	106003 O/S HWY - (SITEWORK)	10/14/2010	$99,016.84
10303189	KEYS LAKE VILLAS	106003 O/S HWY - (CLUBHOUSE)	10/14/2010	$3,230.64
10304537	KEYS LAKE VILLAS	106003 O/S HWY - (POOL)	10/14/2010	$1,554.24
10305296	KEYS LAKE VILLAS	106003 O/S HWY - (SIGN)	10/14/2010	$598.12
10305995	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 3A	10/14/2010	$1,745.96
10305996	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 3B	10/14/2010	$1,745.96
10305997	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 2B	10/14/2010	$1,802.60
10305998	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 2A	10/14/2010	$1,802.60

10305999	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 2C	10/14/2010	$1,802.60
10306000	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 8A	10/14/2010	$1,802.60
10306001	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 8B	10/14/2010	$1,802.60
10306002	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 8C	10/14/2010	$1,802.60
10306003	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 9A	10/14/2010	$1,802.60
10306005	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 9C	10/14/2010	$1,802.60
10306006	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 14A	10/14/2010	$1,802.60
10306007	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 14B	10/14/2010	$1,802.60
10306008	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 14C	10/14/2010	$1,802.60
10306009	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 15A	10/14/2010	$1,802.60
10306010	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 15B	10/14/2010	$1,802.60
10306011	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 15C	10/14/2010	$1,802.60
10306012	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 20A	10/14/2010	$1,802.60
10306013	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 20B	10/14/2010	$1,802.60
10306014	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 20C	10/14/2010	$1,802.60
10306016	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 21A	10/14/2010	$1,802.60
10306017	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 21B	10/14/2010	$1,802.60
10306018	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 21C	10/14/2010	$1,802.60
10306020	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 26A	10/14/2010	$1,802.60
10306021	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 26B	10/14/2010	$1,802.60
10306022	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 26C	10/14/2010	$1,802.60
10306025	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 27A	10/14/2010	$1,802.60
10306026	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 27B	10/14/2010	$1,802.60
10306027	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 27C	10/14/2010	$1,802.60
10306029	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 32A	10/14/2010	$1,802.60
10306030	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 32B	10/14/2010	$1,802.60
10306031	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 32C	10/14/2010	$1,802.60
10306032	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 33A	10/14/2010	$1,802.60
10306033	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 33B	10/14/2010	$1,802.60
10306034	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 33C	10/14/2010	$1,802.60
10306035	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 36A	10/14/2010	$1,802.60
10306036	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 36B	10/14/2010	$1,802.60
10306037	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 36C	10/14/2010	$1,802.60
10306038	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 37A	10/14/2010	$1,802.60
10306039	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 37B	10/14/2010	$1,802.60
10306040	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 37C	10/14/2010	$1,802.60
10306041	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 38A	10/14/2010	$1,802.60
10306042	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 38B	10/14/2010	$1,802.60
10306043	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 38C	10/14/2010	$1,802.60
10306047	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 4A	10/14/2010	$1,802.60
10306048	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 4B	10/14/2010	$1,802.60
10306049	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 4C	10/14/2010	$1,802.60
10306050	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 5A	10/14/2010	$1,802.60
10306051	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 5B	10/14/2010	$1,802.60
10306052	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 5C	10/14/2010	$1,802.60
10306055	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 6A	10/14/2010	$1,802.60
10306056	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 6B	10/14/2010	$1,802.60
10306057	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 6C	10/14/2010	$1,802.60
10306058	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 7A	10/14/2010	$1,802.60
10306059	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 7B	10/14/2010	$1,802.60
10306060	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 7C	10/14/2010	$1,802.60
10306061	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 10A	10/14/2010	$1,802.60

10306062	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 10B	10/14/2010	$1,802.60
10306063	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 10C	10/14/2010	$1,802.60
10306064	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 11A	10/14/2010	$1,802.60
10603065	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 11B	10/14/2010	$1,802.60
10306066	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 11C	10/14/2010	$1,802.60
10306067	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 12A	10/14/2010	$1,802.60
10306068	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 12B	10/14/2010	$1,802.60
10306069	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 12C	10/14/2010	$1,802.60
10306070	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 13A	10/14/2010	$1,802.60
10306071	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 13B	10/14/2010	$1,802.60
10306072	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 13C	10/14/2010	$1,802.60
10306073	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 16A	10/14/2010	$1,802.60
10306074	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 16B	10/14/2010	$1,802.60
10306075	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 16C	10/14/2010	$1,802.60
10306076	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 17A	10/14/2010	$1,802.60
10306077	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 17B	10/14/2010	$1,802.60
10306078	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 17C	10/14/2010	$1,802.60
10306079	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 18A	10/14/2010	$1,802.60
10306080	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 18B	10/14/2010	$1,802.60
10306081	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 18C	10/14/2010	$1,802.60
10306082	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 19A	10/14/2010	$1,802.60
10306083	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 19B	10/14/2010	$1,802.60
10306084	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 19C	10/14/2010	$1,802.60
10306085	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 22A	10/14/2010	$1,802.60
10306086	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 22B	10/14/2010	$1,802.60
10306087	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 22C	10/14/2010	$1,802.60
10306088	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 23A	10/14/2010	$1,802.60
10306089	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 23B	10/14/2010	$1,802.60
10306090	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 23C	10/14/2010	$1,802.60
10306091	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 24A	10/14/2010	$1,802.60
10306092	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 24B	10/14/2010	$1,802.60
10306093	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 24C	10/14/2010	$1,802.60
10306094	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 25A	10/14/2010	$1,802.60
10306095	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 25B	10/14/2010	$1,802.60
10306096	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 25C	10/14/2010	$1,802.60
10306097	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 28A	10/14/2010	$1,802.60
10306098	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 28B	10/14/2010	$1,802.60
10306099	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 28C	10/14/2010	$1,802.60
10306100	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 29A	10/14/2010	$1,802.60
10306101	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 29B	10/14/2010	$1,802.60
10306102	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 29C	10/14/2010	$1,802.60
10306103	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 30A	10/14/2010	$1,802.60
10306104	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 30B	10/14/2010	$1,802.60
10306105	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 30C	10/14/2010	$1,802.60
10306106	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 31A	10/14/2010	$1,802.60
10306107	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 31B	10/14/2010	$1,802.60
10306108	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 31C	10/14/2010	$1,802.60
10306109	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 34A	10/14/2010	$1,802.60
10306110	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 34B	10/14/2010	$1,802.60
10306111	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 34C	10/14/2010	$1,802.60
10306112	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 35A	10/14/2010	$1,802.60
10306113	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 35B	10/14/2010	$1,802.60

10306114	KEYS LAKE VILLAS	106003 O/S HWY - KEYS LAKE VILLAS 35C	10/14/2010	$1,802.60
10306572	BLUEWATER	100 BURTON DR (FENCE)	11/3/2010	$926.00
10306746	BLUEWATER	100 BURTON DR (CONST TRAILER)	10/30/2010	$626.42
10305723	BLUEWATER	100 BURTON DR UNIT 2	1/24/2011	$620.00
10305724	BLUEWATER	100 BURTON DR UNIT 3	1/24/2011	$620.00
10305725	BLUEWATER	100 BURTON DR UNIT 4	1/24/2011	$620.00
10305726	BLUEWATER	100 BURTON DR UNIT 5	1/24/2011	$620.00
10305727	BLUEWATER	100 BURTON DR UNIT 6	1/24/2011	$620.00
10305728	BLUEWATER	100 BURTON DR UNIT 7	1/24/2011	$620.00
10305729	BLUEWATER	100 BURTON DR UNIT 8	1/24/2011	$620.00
10305730	BLUEWATER	100 BURTON DR UNIT 9	1/24/2011	$620.00
10305731	BLUEWATER	100 BURTON DR UNIT 10	1/24/2011	$620.00
10305732	BLUEWATER	100 BURTON DR UNIT 11	1/24/2011	$620.00
10305733	BLUEWATER	100 BURTON DR UNIT 12	1/24/2011	$620.00
10305734	BLUEWATER	100 BURTON DR UNIT 13	1/24/2011	$620.00
10305735	BLUEWATER	100 BURTON DR UNIT 14	1/24/2011	$620.00
10305736	BLUEWATER	100 BURTON DR UNIT 15	1/24/2011	$620.00
10305737	BLUEWATER	100 BURTON DR UNIT 16	1/24/2011	$620.00
10305738	BLUEWATER	100 BURTON DR UNIT 17	1/24/2011	$620.02
10305739	BLUEWATER	100 BURTON DR UNIT 18	1/24/2011	$620.02
10305740	BLUEWATER	100 BURTON DR UNIT 19	1/24/2011	$620.02
10305741	BLUEWATER	100 BURTON DR UNIT 20	1/24/2011	$620.02
10305742	BLUEWATER	100 BURTON DR UNIT 21	1/24/2011	$620.02
10305743	BLUEWATER	100 BURTON DR UNIT 22	1/24/2011	$620.02
10305744	BLUEWATER	100 BURTON DR UNIT 23	1/24/2011	$620.02
10305745	BLUEWATER	100 BURTON DR UNIT 24	1/24/2011	$620.02
10305746	BLUEWATER	100 BURTON DR UNIT 25	1/24/2011	$620.02
10305747	BLUEWATER	100 BURTON DR UNIT 26	1/24/2011	$620.02
10305748	BLUEWATER	100 BURTON DR UNIT 27	1/24/2011	$620.00
10305749	BLUEWATER	100 BURTON DR UNIT 28	1/24/2011	$620.00
10305750	BLUEWATER	100 BURTON DR UNIT 29	1/24/2011	$620.00
10305751	BLUEWATER	100 BURTON DR UNIT 30	1/24/2011	$620.00
10305752	BLUEWATER	100 BURTON DR UNIT 31	1/24/2011	$620.00
10305753	BLUEWATER	100 BURTON DR UNIT 32	1/24/2011	$620.00
10305754	BLUEWATER	100 BURTON DR UNIT 33	1/24/2011	$620.00
10305755	BLUEWATER	100 BURTON DR UNIT 34	1/24/2011	$620.00
10305756	BLUEWATER	100 BURTON DR UNIT 35	1/24/2011	$620.00
10305757	BLUEWATER	100 BURTON DR UNIT 36	1/24/2011	$620.00
11300318	BLUEWATER	100 BURTON DR CLUB HOUSE	1/24/2011	$284.00
11300456	BLUEWATER	100 BURTON DR (FIRE SUPRESSION)	2/17/2011	$702.52
FISCAL YEAR 2011 - TOTAL FEES WAIVED				$441,521.48

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
12302632	MANDALAY	MANDALAY	6/28/2012	$1,771.96
12302632	MANDALAY	MANDALAY REV A	8/7/2012	$149.20
FISCAL YEAR 2012 - TOTAL FEES WAIVED				$1,921.16

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
12104497	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00
12104498	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00
12104499	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00
12104501	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00

12104503	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00
12104504	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,793.00
12104505	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,888.00
12104506	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,888.00
12104507	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,888.00
12104508	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,888.00
12104509	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,888.00
12104510	BANYAN GROVE	BANYAN GROVE	12/27/2012	$2,166.00
13101233	ISLANDER VILLAGE	5030 5TH AVE	5/17/2013	$1,495.16
13301706	HABITAT FOR HUMANITY	31 E SECOND STREET	5/24/2013	$2,363.00
FISCAL YEAR 2013 - TOTAL FEES WAIVED				$37,222.16

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
14300526	HABITAT FOR HUMANITY	31 E SECOND STREET LT4	3/6/2014	$3,096.00
14300527	HABITAT FOR HUMANITY	31 E SECOND STREET LT5	3/6/2014	$3,253.00
FISCAL YEAR 2014 - TOTAL FEES WAIVED				$6,349.00

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
14104785	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#13	12/1/2014	$4,426.98
14104786	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#14	12/1/2014	$4,376.98
14104787	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#15	12/1/2014	$4,376.98
14104788	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#16	12/1/2014	$4,376.98
14104789	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#69	12/1/2014	$4,376.98
14104790	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#70	12/1/2014	$4,376.98
14105081	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#17	12/16/2014	$7,467.04
14105082	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#18	12/16/2014	$7,467.04
14105083	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#19	12/16/2014	$7,467.04
14105084	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#64	12/16/2014	$7,467.04
14105085	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#65	12/16/2014	$7,467.04
14105086	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#66	12/16/2014	$7,467.04
14105087	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#67	12/16/2014	$7,467.04
14105088	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT#68	12/16/2014	$7,467.04
15301745	HABITAT FOR HUMANITY	112 1ST AVENUE	5/13/2015	$5,752.17
15300868	PARADISE POINT	4 N BLACKWATER	8/6/2015	$104,506.64
15104503	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #18	8/28/2015	$7,598.46
15104504	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #17	8/28/2015	$7,598.46
15104505	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #66	8/28/2015	$7,598.46
15104506	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #64	8/28/2015	$7,598.46
15104507	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #65	8/28/2015	$7,598.46
15104509	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #67	8/28/2015	$7,598.46
15104511	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #19	8/28/2015	$7,598.46
15104512	ISLANDER VILLAGE	5030 5TH AVE, STOCK ISLAND UNIT #68	8/28/2015	$7,598.46
14305230	RIVIERA VILLAGE	24 N MARLIN AVENUE	9/23/2015	$7,321.83
FISCAL YEAR 2015 - TOTAL FEES WAIVED				$264,416.52

PERMIT	PROJECT	LOCATION	ISSUE DATE	FEES WAIVED
15104449	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 89	10/7/2015	$4,460.19
15104450	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 88	10/7/2015	$4,460.19
15104451	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 87	10/7/2015	$4,460.19
15104452	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 86	10/7/2015	$4,460.19
15104453	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 85	10/7/2015	$4,460.19

15104454	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 84	10/7/2015	$4,460.19
15104468	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 50	10/7/2015	$4,460.19
15104469	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 53	10/7/2015	$4,460.19
15104470	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND UNIT 52	10/7/2015	$4,460.19
15104471	ISLANDER VILLAGE	5030 5TH AVENUE SOUTH STOCK ISLAND	10/7/2015	$4,460.19
15106278	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 7	2/2/2016	$4,460.37
15106281	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 8	2/2/2016	$4,460.37
15106282	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 1	2/2/2016	$4,460.37
15106283	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 2	2/2/2016	$4,460.37
15106284	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 3	2/2/2016	$4,460.37
15106285	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 4	2/2/2016	$4,460.37
15106287	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 5	2/2/2016	$4,460.37
15106288	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 6	2/2/2016	$4,460.37
15106290	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 9	2/2/2016	$4,460.37
15106291	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 10	2/2/2016	$4,460.37
15106292	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 11	2/2/2016	$4,460.37
15106293	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 12	2/2/2016	$4,460.37
15106294	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 60	2/2/2016	$4,460.37
15106295	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 61	2/2/2016	$4,460.37
15106296	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 62	2/2/2016	$4,460.37
15106297	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 63	2/2/2016	$4,460.37
15106300	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 54	2/2/2016	$4,460.37
15106301	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 55	2/2/2016	$4,460.37
15106303	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 56	2/2/2016	$4,460.37
15106304	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 57	2/2/2016	$4,460.37
15106305	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 58	2/2/2016	$4,460.37
15106306	ISLANDER VILLAGE	5030 5TH AVE SOUTH STOCK ISLAND UNIT 59	2/2/2016	$4,460.37
FISCAL YEAR 2016 - TOTAL FEES WAIVED				$142,730.04

FISCAL YEARS 2002-2016 - TOTAL FEES WAIVED	$1,189,177.08

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Building

Bulk Item: Yes X No ___ Staff Contact /Phone #: Rick Griffin x8729

AGENDA ITEM WORDING:
Approval of Second Amendment to Agreement between Selectron Technologies, Inc. and Monroe County, amount not to exceed $4,945 for enhancements to the Interactive Voice Response (IVR) system for permit inspection scheduling, reporting, and providing inspection status to the public.

ITEM BACKGROUND:
Monroe County Code 122-3(e) requires that a certificate of elevation of the lowest floor is submitted within 21 days of passing the inspection establishing the lowest floor elevation. This is a crucial floodplain management workflow process which requires inspectors to initiate tracking for Certificate of Elevation by manually adding entry into CommunityPLUS in addition to using the IVR to do all other inspection resulting. However since this unique work process is performed separate from all other inspection workflow it is prone to human error and overlooked. The new feature would automate the entry for inspectors by incorporating it in their normal IVR workflow and thereby eliminate error.

PREVIOUS RELEVANT BOCC ACTION:
April 16, 2014 – BOCC approved first amendment to contract with Selectron Technologies, Inc.
January 16, 2013 – BOCC approved contract with Selectron Technologies, Inc.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST:$4,595.00 INDIRECT COST: ___ BUDGETED: Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: ___

COST TO COUNTY: $4,595.00 **SOURCE OF FUNDS:** 180- 52502-530520

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Attorney 3/24 OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Selectron Technologies, Inc. Contract #N/A

Effective Date: 3/23/2016

Expiration Date: N/A

Contract Purpose/Description:

Second amendment to Selectron Technologies, Inc. contract to implement additional enhancements to the Integrated Voice Response (IVR) system that automates certificate of elevation inspection process.

Contract Manager: Rick Griffin, BO (Name) 8729 (Ext.) Growth Management (Department/Stop #)

for BOCC meeting on 03/23/16 Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: $ 4,595 Current Year Portion: $ 4,595

Budgeted? Yes ☒ No ☐ Account Codes: 180- 52502-530520

Grant: $ N/A

County Match: $

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A For: Maintenance

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes ☐ No ☐		
Risk Management	2-27-16	Yes ☐ No ☑	M Sleet	2-27-16
O.M.B./Purchasing	2/25/16	Yes ☐ No ☑	Christine Burdell	2/25/16
County Attorney	STW 2/24	Yes ☐ No ☒		

Comments:

OMB Form Revised 2/27/01 MCP #2

SECOND AMENDMENT TO AGREEMENT
BETWEEN SELECTRON TECHNOLOGIES INC.
AND MONROE COUNTY, FLORIDA

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) is made and entered into this 23rd day of FEBRUARY, 2016, between the Monroe County Board of County Commissioners (County) and Selectron Technologies, Inc. (Selectron).

WITNESSETH:

WHEREAS, the parties entered into a Professional Services Agreement (Agreement) on January 16, 2013, for the provision of Interactive Voice Recognition (IVR) services including hardware, software, installation and training; and

WHEREAS, the parties entered into the First Amendment to Agreement Between Selectron Technologies Inc. and Monroe County, Florida on June 11, 2014 for the purposes of implementing a custom limit inspection module and allowing third party inspection postings; and

WHEREAS, County desires enhancements to the IVR services from Selectron which provide for greater County compliance with elevation certification requirements as found in Monroe County Code 122-3(e) [21 day requirement to provide building official elevation certificate]; and

WHEREAS, Selectron is the only vendor with compatible software and equipment for Selectron's enhancements to County's system; and

WHEREAS, a certain portion of those funds allocated in the First Amendment to this underlying contract were not utilized and certain portions of those items delineated in the First Amendment were not implemented, the unused portion of those funds shall be used to cover the expense to implement this IVR enhancement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein the parties agree as follows:

1. Selectron shall provide the services and software necessary to enhance the IVR services to accomplish the following task:

   Within 21 calendar days of establishment of the lowest floor elevation, or upon placement of the lowest horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the building official a certification of the elevation of the lowest floor within A zones or the lowest portion of the lowest horizontal structural members of the lowest floor within V zones, whichever is applicable, as built in relation to mean sea level.
   Monroe County Code 122-3(e)

2. Selectron shall be compensated for this task in accordance with the funds as established in the First Amendment to the Contract in that no new or greater funds shall be charged for this Second Amendment. Selectron shall utilize those remaining unspent funds from the First Amendment and apply those funds towards this Second Amendment in an amount not to exceed $4,595.00.

3. All deliverables of services and software shall be provided no later than July 30, 2016.

4. All other terms and conditions of the Agreement between the parties dated January 16, 2013, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement.

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

_____
Deputy Clerk

_____
Mayor Heather Carruthers

WITNESSES:

1. _____

Print Name: Jacob Wolff

2. Morgan Curry

Print Name: Morgan Curry

SELECTRON TECHNOLOGIES,INC.

By: _____

Print Name: Brian Johnston

Title: President

STATE OF Oregon

COUNTY OF Washington

On this 23rd day of February 2016, before me the person whose name is subscribed above, and who produced Oregon Driver License as identification, acknowledged that he/she is the person who executed the above Amendment for the purposes therein contained.

Sara Elizabeth Engel

Notary Public

Sara Elizabeth Engel

Print Name

My commission expires: March 27, 2018

Seal

OFFICIAL STAMP
SARA ELIZABETH ENGEL
NOTARY PUBLIC-OREGON
COMMISSION NO. 926636
MY COMMISSION EXPIRES MARCH 27, 2018

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 2/23/16

Selectron
VOICE • WEB • MOBILE

Price Quote EE4452C
January 21, 2016
Quote is valid for 90 days

PREPARED FOR: **Monroe County, FL**

Price Quote

VoicePermits™ Custom Logic — $4,595

Selectron will provide professional services to incorporate additional logic when an inspector posts results for certain inspection codes (configurable). If the inspector is posting results for an inspection code configured, the system will ask the inspector if a Preliminary Certificate of Elevation is required. If yes, the system will set a flag, and at the end of the resulting process, schedule a set inspection code (configurable) for 20 days in the future.

Professional Voice Recording - English	Included
Project Management	Included
Design & Development	Included
Remote Support for Acceptance Testing & Go-Live	Included

Total Cost **$4,595**

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

PAYMENT TERMS

Customer anticipates covering project expenses using credit applied to the account per Credit Memo 7863 ($4,595).

PREMIERPRO ON-GOING SUPPORT

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote. Based upon evaluation of the items contained in this quote, Support and Maintenance fees will be adjusted accordingly upon the next renewal of the active Support and Maintenance Agreement.

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Ave
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

FIRST AMENDMENT TO AGREEMENT
BETWEEN SELECTRON TECHNOLOGIES INC.
AND MONROE COUNTY, FLORIDA

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into this 11th day of June, 2014, between the Monroe County Board of County Commissioners (County) and Selectron Technologies, Inc. (Selectron).

WITNESSETH:

WHEREAS, the parties entered into a Professional Services Agreement (Agreement) on January 16, 2013, for the provision of Interactive Voice Recognition (IVR) services including hardware, software, installation and training; and

WHEREAS, County desires enhancements to the IVR services from Selectron which provide for a Custom Limit Inspections Module and VoicePermits Customizations, and Selectron desires to provide these enhancements; and

WHEREAS, Selectron is the only vendor with compatible software and equipment for Selectron's enhancements to County's system;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein the parties agree as follows:

1. Selectron shall provide the services and software shown on Exhibit A and shall be compensated in the amount of Ten Thousand Nine Hundred Fifty Dollars ($10,950.00) by County according to the terms of Exhibit A.

2. Selectron shall provide the services and software shown on Exhibit B and shall be compensated Three Thousand One Hundred Fifty Dollars ($3,150.00) by County according to the terms of Exhibit B.

3. All deliverables of services and software shall be provided no later than December 1, 2014.

4. All other terms and conditions of the Agreement between the parties dated January 16, 2013, shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement.

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

Lindsay Ballard
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

Sylvia J. Murphy
Mayor Sylvia Murphy

WITNESSES:

1. _____
Print Name: Corey Mackura

2. _____
Print Name: Robert Ristau

SELECTRON TECHNOLOGIES,INC.

By: _____
Print Name: Robert A. Johnston
Title: President

STATE OF Oregon

COUNTY OF Washington

On this 22nd day of May 2014, before me the person whose name is subscribed above, and who produced Oregon Driver License as identification, acknowledged that he/she is the person who executed the above Amendment for the purposes therein contained.

BY: Todd Johnston

Sara Elizabeth Engel
Notary Public

Sara Elizabeth Engel
Print Name

My commission expires: March 27, 2018

OFFICIAL STAMP
SARA ELIZABETH ENGEL
NOTARY PUBLIC-OREGON
COMMISSION NO. 926636
MY COMMISSION EXPIRES MARCH 27, 2018

Seal

APPROVED AS TO FORM
Date: June 30 2014

May 20 2014

Selectron
VOICE · WEB · MOBILE

Price Quote EE4162B
May 16, 2014
Quote is valid for 90 days

EXHIBIT A

PREPARED FOR: **Monroe County, FL**

Price Quote

Custom *Limit Inspections* Module — $10,950

VoicePermits™ will automatically limit the number of inspections that may be scheduled on a given day. Individual limits may be set for pre-defined inspection groups. To enhance the Limit Inspections module, the IVR will call a stored procedure which will provide current inspection counts for the defined groups. Grouping will be based on inspection type, location, and time slot.

Once the maximum number of inspections has been reached for a given day, the IVR system will offer the next available day during the scheduling routine.

Assumptions: Monroe County will create and maintain the stored procedure for current inspection counts for the defined group.

Project Management	Included
Solution Design & Development	Included
Remote Support for Acceptance Testing & Go-Live	Included

Total Cost — **$10,950**

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

PAYMENT TERMS

Receipt of a Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Customer will be invoiced 45% of Total Investment amount upon receipt of a Purchase Order. The second installment of 40% of Total Investment will be invoiced when the module is delivered and made available to the Customer for testing. The Customer will be invoiced the

final installment of 15% 30 days after the completion of installation. The Customer is given thirty days to test the functionality as defined by the scope of work. It is the Customer's responsibility to ensure full testing is completed during this period and it is Selectron Technologies responsibility to resolve all issues found during testing. If User Acceptance Testing is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions.

PREMIERPRO ON-GOING SUPPORT

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote. Based upon evaluation of the items contained in this quote, Support and Maintenance fees will be adjusted accordingly upon the next renewal of the active Support and Maintenance Agreement.

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Ave
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

Selectron
VOICE · WEB · MOBILE

Price Quote EE4163B
May 16, 2014
Quote is valid for 90 days

EXHIBIT B

PREPARED FOR: **Monroe County, FL**

Price Quote

***VoicePermits™* Customizations** Selectron will provide professional services to implement third-party inspector posting on the VoicePermits IVR. Using their issued Contractor ID and Inspector PIN, third-party inspectors will have a 48-hour window to post inspection results on a permit they are tied to in CommunityPLUS.	**$3,150**
Project Management	Included
Solution Design and Development	Included
Remote Support for Acceptance Testing & Go-Live	Included
Total Cost	**$3,150**

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

PAYMENT TERMS

Receipt of a Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Customer will be invoiced 45% of Total Investment amount upon receipt of a Purchase Order. The second installment of 40% of Total Investment will be invoiced when the module is delivered and made available to the Customer for testing. The Customer will be invoiced the final installment of 15% 30 days after the completion of installation. The Customer is given thirty days to test the functionality as defined by the scope of work. It is the Customer's responsibility to ensure full testing is completed during this period and it is Selectron Technologies responsibility to resolve all issues found during testing. If User Acceptance Testing is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: o Work performed by you o Premises you own, rent, lease or occupy o Equipment you lease	9. Duties in Event of Occurrence, Claim or Suit 10. Expected or Intended Injury (PD) 11. Incidental Medical Malpractice 12. Medical Payments 13. Mobile Equipment Redefined
3. Aggregate Limit Per Location	14. Newly Acquired or Formed Organizations
4. Blanket Waiver of Subrogation	15. Non-Owned Aircraft
5. Bodily Injury Redefined – Mental Anguish	16. Non-Owned Watercraft
6. Broadened Named Insured	17. Personal and Advertising Injury
7. Broadened Property Damage o Borrowed Equipment o Customers' Goods o Use of Elevators	18. Product Recall Expense 19. Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty not authorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs 4. or 6.; or

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E-INSURED

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless
   (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
   (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
   (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Supervisory, inspection, architectural or engineering activities.
5. To any:
   (a) Lessor of equipment after the equipment lease terminates or expires; or
   (b) Owners or other interests from whom land has been leased; or
   (c) Managers or lessors of premises if:
      (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
      (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
6. To "bodily injury, or "property damage" occurring after:
   (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
   (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

b. Under Section V – Definitions, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROADENED NAMED INSURED

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

a. The Damage To Property exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

(a) Property loaned to you;

(b) Personal property in the care, custody or control of the insured; and

(c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is $35,000 per "occurrence".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	
11. Employees As Insureds	21. Towing – Any Covered Auto

1. ADDITIONAL INSURED BY CONTRACT

   The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

   With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

   a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";

   b. To any person or organization included as an "insured" by endorsement or in the Declarations; or

   c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

   If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

   We will pay up to a $2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

   The Transfer Of Rights of Recovery Against Others To Us condition under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS is replaced by the following:

   We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

   The definition of "bodily injury" under SECTION V – DEFINITIONS is replaced by the following:

   "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

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F-INSURED

Selectron
TECHNOLOGIES, INC.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between **Selectron Technologies, Inc.**, an Oregon corporation and its successors and assignees (collectively, "Company") and Monroe County, Florida, (the "Customer").

1. Engagement of Services.
Subject to the terms and conditions of this Agreement, Company will render the services set forth in the Scope of Work attached to this Agreement as Exhibit A and B (the "Project" or the "Services"). Exhibit A outlines the services to be provided, any associated products, and the prices. Exhibit B provides a detailed description of the services, and any associated products, to be provided under this Agreement. From time to time, the parties may enter into additional Scopes of Work, in substantially the same form as that set forth in Exhibits A and B, for additional Services. The manner and means by which Company chooses to complete the Project are in Company's sole discretion and control. Customer will, at its sole expense, make its facilities and equipment available to Company when necessary. Company, with written agreement from Customer which will not be unreasonably withheld, may have the Services performed by a third party/independent contractor, provided that any such third party/independent contractor agrees in writing to the terms of this Agreement.

2. Hardware.
Pursuant to this Agreement, and in combination with any Company software (which shall be licensed pursuant to a separate software license agreement), Company shall provide Customer with third-party hardware solely for use with Company Software (the "Hardware), as set forth in Exhibit A and/or B. As between Customer and Company, Company shall maintain ownership of the Hardware and all rights, titles, and interest therein, until Customer has paid the entire Fee, as described in Section 3.1 below. While the Fee is being paid, Customer shall have a limited, non-transferable, and revocable license to use the Hardware solely in connection with Customer's use of the software. Once Customer has paid the entire Fee, Customer shall own the Hardware (but Customer shall not own the Company software under any circumstances). Customer agrees that, until the entire Fee is paid, Customer shall be responsible for the cost of the Hardware if damaged (normal wear and tear excluded) while in Customer's possession or under its control. Customer acknowledges and agrees that nothing in this Agreement shall be interpreted or construed to affect the terms and conditions under which Customer uses the Company software.

Customer is entitled to all third-party manufacturer warranties as they apply to the specific Hardware provided. Manufacturer warranty dates are based solely on the specific manufacturer terms and conditions. Customer acknowledges and agrees that Company shall have no obligations regarding the manufacturer warranties of the Hardware, and that Company expressly disclaims all warranties with respect to the Hardware, except for the warranty in Section 6.3 below.

3. Compensation.

3.1 Standard Compensation.
Customer will pay Company a fee for services rendered under this Agreement as set forth in the Project(s) undertaken by Company, which fee shall also cover use of the Company software (licensed under a separate software license agreement) and use of the Hardware (the "Fee"). Customer shall be responsible for all expenses incurred, that are set forth in Exhibit A of this Agreement. Customer will also be responsible for all expenses, with prior written approval, outside of those listed in Exhibit A of this Agreement. Upon termination of this Agreement for any reason, Company will be paid the Fee and expenses on a proportional basis as stated in the Scope of Work for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Scope of Work for work which is in progress, Customer will pay Company for Services and will reimburse Company for previously approved expenses in accordance with the Florida Prompt Payment Act.

3.2 Change Requests.
Customer agrees to the Scope of Work as set forth in Exhibits A and B. If Customer requests a reduction in the scope, as set forth in Exhibit A or B, or any future Scopes of Work agreed upon by the parties, and such request is made after Company has committed resources to the Project under the given Scope of Work, Customer agrees to pay the full amount set forth in Exhibit A (or the applicable Scope of Work). However, if, during the course of a Project, Customer wishes to increase or modify the Scope of Work (other than a proposed reduction in the amount of Services to be provided), Company shall provide Customer with a modified fee estimate. If Customer accepts the modified estimate, Company will perform the Project according to the modified specifications after the parties sign a new Scope of Work or after Customer issues a purchase order for the modified Project (provided that the terms and conditions of such purchase order will not modify this Agreement or have any force or effect). If Customer rejects the modified estimate, Company shall have no obligation to perform the modified Project, and the parties agree that Company will continue to

provide the Services, as originally set forth in the Scope of Work, and Customer will continue to pay the Fee, as originally set forth in the Scope of Work.

4. Independent Contractor Relationship.
Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

5. Proprietary Information.
During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the other party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent. "Proprietary Information" includes, but is not limited to (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of employees . Nothing will be considered to be Proprietary Information if (1) it is readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the receiving party from a third party without confidential limitations; (3) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (4) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

6. Representations and Warranties; Warranty Disclaimer.
6.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

6.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

6.3 Company warrants that any Hardware provided pursuant to this Agreement shall operate in good working order for a period of one (1) year from the date of the Installment Invoice, as that term is defined in Exhibit A. Any changes or modifications to the Hardware by any person other than Company, or any combination of the Hardware with other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Hardware results from transportation, neglect, misuse, or misapplication of the Hardware by any person other than Company; from any accident beyond Company's control; from use of the Hardware not in accordance with this Agreement or documentation provided in connection with the Hardware; or from Customer's failure to provide a suitable environment for the Hardware.

6.4 The express warranties in Sections 6.2 and 6.3 above are lieu of all other warranties, express, implied or statutory, arising from or related to this Agreement and any hardware provided to Customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Sections 6.2 and 6.3 of this Agreement. Except for the express warranty in Section 6.3 of this Agreement, Company provides the Services and Hardware to Customer "as is" and "as available," and Company does not warrant that the Services or Hardware will be uninterrupted or error free, and Company hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or has reason to know of Customer's particular needs. No Company employee, agent, dealer, or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 6.4 shall be enforceable to the fullest extent permitted by applicable law.

7. Customer Remedies; Limitation of Liability.
7.1 If Customer finds what it reasonably believes to be a failure of the Hardware to conform to the limited warranty in Section 6.3 of this Agreement, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce or understand such failure, Company and its suppliers' entire liability and Customer's exclusive remedy for breach of the limited warranty in Section 6.3 regarding the Hardware, is for Company to use commercially-reasonable efforts to correct or provide a workaround for the failure at no additional charge to Customer. If, in Company's sole discretion, it provides replacement Hardware, the replacement Hardware will be warranted in accordance with the provisions of this

Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES PROVIDED OR CONTEMPLATED HEREUNDER, AND THE HARDWARE AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR CONTEMPLATED HEREUNDER, AND THE HARDWARE AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Indemnification.
To the extent allowed by law, each party will indemnify and hold harmless the other party, its officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) which result from third-party claims or allegations that arise out of a breach or alleged breach of any representation, warranty, or covenant set forth in this Agreement.

9. Network Security Disclaimer

9.1 Internet Security.
Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.
In order to enable code development, and Customer support and maintenance of the software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.
Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. Term and Termination.

10.1 Term.
This Agreement shall commence on the date of last signature below and shall continue until terminated (the "Term").

10.2 Termination.
(a) Either party may terminate this Agreement at any time that there is no uncompleted Project in effect upon fifteen (15) days' prior written notice to other party. Upon such termination by either party, all amounts owed to Company shall become immediately due and payable.

(b) The parties agree that Customer's failure to pay any undisputed Fees is a material breach of this Agreement. In the event of Customer's failure to pay or other material breach of

this Agreement, Company may immediately terminate this Agreement, the Software License Agreement, and any other agreements between the parties, for cause, provided that Customer has failed to cure the breach within sixty (60) days' of receiving notice of such breach from Company. Upon such termination, Customer shall immediately cease all use of the software and Hardware, and Company may terminate Customer's access to the software. Company may require that Customer return the Hardware to Company and/or allow Company access to Customer's facility to retrieve the Hardware. Such termination shall not relieve Customer of its obligation to immediately pay all amounts then due to Company.

11. Government Contracts.

11.1 In the event that Company shall perform Services under this Agreement in connection with any government contract in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

11.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Florida jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

12. General Provisions.

12.1 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Monroe County, Florida. This agreement is not subject to arbitration.

12.2 Severability.

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

12.3 Notices.

All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

12.4 Force Majeure.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

12.5 Attorneys' Fees.

In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party in the litigation shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

12.6 Injunctive Relief.

A breach of any of the representations, warranties, or covenants contained in this Agreement will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Customer acknowledges and agrees that Company is therefore entitled to seek injunctive relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without the requirement of posting a bond or other security. The foregoing equitable remedy will be deemed to be non-exclusive and in addition to all other remedies available at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently.

12.7 Survival.

Sections 5, 6.4, 7.2, 8, 9, 10, and 12 and the rights and obligations therein will survive termination of this Agreement for any reason.

12.8 Waiver.
All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9 Authority.
Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

12.10 Entire Agreement.
This Agreement and the attached Exhibits A and B, which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

12.11 Counterparts.
This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed:

Title: President

Date: 12/27/12

Address: 7405 SW Tech Center Drive, Suite 140

Portland, OR 97223

Customer:

By: George R. Neugent

Signed: George R. Neugent

Title: Mayor

Date: 1/16/2013

Address:

(SEAL)
ATTEST: AMY HEAVILIN, CLERK
BY:
DEPUTY CLERK

APPROVED AS TO FORM
JOAN M. GRIMSLEY
COUNTY ATTORNEY
1-28-13

FILED FOR RECORD
2013 JAN 29 PM 12:40

Exhibit A

SCOPE OF WORK

VoicePermits™ Interactive Voice Response Solution (4-Port) — $36,400

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Professional Voice Recording
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software
- Four (4) Licensed Ports

VoicePermits Professional Services

Solution Design & Development	**Included**
Selectron Project Management	**Included**
On-Site Installation, Travel Expenses & Training	**Included**
12-Month Warranty on Selectron Technologies Provided Hardware & Software *(Begins Upon Completion of On-Site Installation)*	**Included**
System Documentation	**Included**

VoicePermits Hardware & Software *(Includes Set-Up & Configuration)*

ProLiant DL380 G8 1U – Enhanced Server – Minimum Specifications — **$5,000**

- Intel Xeon Quad-Core 2 GHz Processor
- 16GB RAM
- Redundant Hot Plug Supply Power
- Integrated Lights-Out License
- Microsoft Windows 2008 Server
- Three (3) 146GB SAS Hard Drives (RAID 5)
- Integrated Gigabit Network Adapter

Correction Codes	**$3,000**
Inspection Prerequisite Logic	**$4,500**

Investment for *VoicePermits* Interactive Voice Response Solution — $48,900

Required Items Not Included in Selectron Technologies *VoicePermits* Base System

- Phone Lines & Network Services Required to Support the Installation
- Required Host Interface (Please Contact **SunGard HTE** for IVR Interface Pricing)
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

PAYMENT TERMS

25% Invoiced at time of **execution of the Agreement**
50% Invoiced at completion of **on-site installation**
20% Invoiced 30 days after **on-site installation**
5% Invoiced upon **final acceptance**

The initial invoice is sent at completion of contract negotiations and upon receipt of a purchase order that enables Company to purchase necessary hardware, fund on-site expenses and invest the technical support hours to design and develop the application for Customer's jurisdiction. The terms and conditions of any such purchase order will not modify the terms and conditions of the Agreement or have any force or effect. This initial invoice shall be deemed the "Installment Invoice."

The second invoice is sent at the completion of the on-site installation and training phase of the implementation, or when the system is available for Customer testing at Customer site.

PremierPro Support and Maintenance Plan services begin on this date (Service Date), if Customer has purchased PremierPro Support and Maintenance services.

The third invoice is sent thirty (30) days after the completion of the on-site installation, which will give the Customer the opportunity to carefully test all functions and requirements as defined by the Agreement and agreed upon call flows. It is the Customer's responsibility to supply adequate staff to ensure full testing is completed in a period not to exceed thirty (30) days.

The final invoice is sent after the system has completed the final testing and acceptance. Company will have resolved all issues found during the last phase of testing.

If completion of the final testing and acceptance is delayed beyond thirty (30) days after installation, and is not due to any fault of Company, the payment will become immediately due.

Phased Implementation: When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

Hardware Restocking Fee: In the event that use of the software requires different third-party hardware than what was originally provided to Customer, Customer will be charged a fifteen percent (15%) restocking fee to return such hardware and have it replaced with alternative hardware.

Taxes: Sales Tax or any other applicable taxes are ***not included*** in any of the pricing information in this Exhibit. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the pricing.

Payment Terms: Terms are in accordance with the Florida Prompt Payment Act.

ADDITIONAL INFORMATION

Time-and-Materials-Based Services:

Company will provide custom programming and non-warranty maintenance customer support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support approved by Company will be performed at Company's then-current standard published billing rates. Company will issue a quote

and Scope of Work to Customer, which Customer must sign and return to Company before work can begin or be scheduled.

Additional Training and On-Site Support:

All travel and associated travel expenses for the on-site installation work during the initial setup are included in the Fee set forth above.

If Customer requests additional on-site work, travel and out-of-pocket expenses will be billed at $1,750.00 per day (minimum of 2 days) with at least 15-day advance notice from Customer. If 8-14 days advance notice is provided by Customer, the rate increases to $2,000.00 per day (minimum of 2 days), and if the notice is less than 7 days, the rate increases to $2,500.00 per day (minimum of 2 days).

If changes are made to a travel schedule after plans are confirmed, Customer is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

On-Going Support:

Customer has the option of purchasing support services by entering into a PremierPro Support and Maintenance Agreement with Company. Upon entering into this PremierPro Support and Maintenance Agreement, annual support and maintenance fees are due. The PremierPro Support and Maintenance Agreement details the scope of services and pricing associated with Customer's implementation of such support services.

Exhibit B

STATEMENT OF WORK

Selectron TECHNOLOGIES, INC.

Microsoft Partner
Gold Independent Software Vendor (ISV)

Statement of Work

Monroe County, Florida

VoicePermits™
Correction Codes
Inspection Prerequisites
Professional Voice Recording (Call Flow and System Prompts)
Professional Voice Recording (Correction Codes)
Professional Voice Recording (Street Names)

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1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

1.1 Revision History

Version #	Details	Date
1.0	Initial Release	10/23/2012
1.1	**Removed** references to cancelling inspections after 'printing' and moving an inspection to a production table	12/12/2012

2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required permitting database availability. The interactive solution must be able to retrieve data from the permitting database either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the permitting database. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

2.1 VoicePermits

The VoicePermits application interacts with the Customer's permitting database to deliver information and services over the phone to callers.

2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits application.

2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages are stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number.

2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages are stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.

2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits application.

2.1.2.1 Correction Codes

When posting results for a failed inspection, the inspector can enter a correction code. Correction codes detail the specific reason for inspection failure. The description of the correction code is available to callers requesting inspection results.

The permitting database must allow the input of correction codes, as well as access to the field storing the codes, to allow full functionality of this module. The Customer is responsible for maintaining correction code data (section 3.1.12, **Maintain Correction Codes**).

2.1.2.2 Inspection Prerequisites

System administrators can configure VoicePermits to disallow inspections from being scheduled until other, associated inspections have been scheduled or approved. Additionally, inspections cannot be scheduled until the following three requirements are fulfilled:

- Contractor License (county or state registration) is active
- Permit is active
- Check for Notice of Commencement

When callers attempt to schedule an inspection whose prerequisites have not been met, the system speaks back the specific unmet prerequisites. The Customer's business rules determine whether or not inspection prerequisites must be scheduled or approved prior to scheduling associated inspections.

2.1.2.3 Professional Voice Recording

All system prompts (including call flow), correction code descriptions, and street names are professionally recorded prior to installation. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.1.7, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in section 3.1.6, **Add New Streets**).

3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

3.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 1 lists the reports available with this implementation.

Table 1 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Call Activity Details	Displays all actions that a caller made during a call
Inspector Posting Activity	Lists all inspections posted by each inspector for a selected date range
Action Report	Number of times the application functions were selected for selected date range

3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.1.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.3.2, **Provide Administrative Training**).

3.1.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.1.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility (section 3.1.7, **Record Prompts and Responses**). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoicePermits database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

3.1.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is

generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow), correction codes, and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.1.2.3, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.3.2, **Provide Administrative Training**).

3.1.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.1.9 Set Maximum Message Length

The VoicePermits application allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

3.1.10 Define Schedule Days

The VoicePermits application offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool (section 4.2, **Software**). The Customer's business rules determine how many days forward VoicePermits will offer callers.

3.1.11 Maintain Inspection Prerequisites

The System administrator is responsible for adding, editing, and deleting VoicePermits' inspection prerequisites using the Administration Tool (section 4.2, **Software**). When inspection prerequisites are added, the system administrator must also record corresponding system prompts (section 3.1.7, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial prerequisite configuration.

3.1.12 Maintain Correction Codes

The system administrator is responsible for adding, editing, and deleting VoicePermits' correction codes using the Administration Tool (section 4.2, **Software**). When correction codes are added, the system administrator must also create a corresponding recording of the description to be played back to callers (section 3.1.7, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial code configuration.

When Professional Voice Recording is implemented, prompt recording for correction codes is done prior to system delivery. The Customer is responsible for recording any subsequent correction code prompts. Selectron Technologies offers additional prompt recording of correction codes on a time and materials basis.

4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

4.1 Hardware

Refer to Appendix A, **Hardware Specifications**, for details regarding hardware provided with the interactive solution.

4.2 Software

4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, section B.1, **Server**) has the following Selectron Technologies' software installed:

- VoicePermits application software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license is pre-installed on the server (Appendix A, section B.1, **Server**); the second license allows the Customer to install the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2008
- Microsoft Visual C#®

4.3 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution.

4.3.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included applications are functioning properly (refer to section 2.0, **Functionality**, for a list of all included applications).

4.3.2 Provide Administrative Training

Training for the system administrator occurs on the second day of the Installation Specialist's visit. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to section 2.1.2.3, **Professional Voice Recording**, for a list of non-system, VoicePermits prompts)

4.3.3 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface that enable previ-

ously unavailable standard functionality described in this document. Implementing these features in a completed interactive solution with an upgraded application or interface will normally require professional services outside the scope of this document.

4.4 Documentation

A hard copy of the Administration Manual for each included application is delivered with the server. Additionally, an electronic version of each manual is provided in PDF format (refer to section 2.0, **Functionality**, for a list of included applications).

4.5 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependent on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or section 5.1.3, **On-going System Maintenance**, of this document, for more information regarding services provided with the interactive solution.

5.0 Responsibilities and Requirements

5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

5.1.1 Pre-Installation

5.1.1.1 Provide Project Management

Selectron Technologies assigns a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

5.1.1.2 Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each application included with this implementation has its own questionnaire (refer to section 2.0, **Functionality**, for a list of included applications).
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and permitting database, prior to system delivery and installation, to allow for com-

plete system testing. Refer to section 5.2.1.6, **Provide Remote Network Access to Permitting Database**, for more information.

- Implementation Timetable- details project schedule and details all project milestones.
- Pre-Install Checklist- prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- System Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

5.1.1.3 Develop Call Flow

The Project Manager works with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer.

5.1.1.4 Provide Configuration Assistance

The Project Manager assists the Customer with the configuration of user-defined options.

5.1.1.5 Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and hardware prior to delivery, ensuring system functionality.

5.1.1.6 Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is developed using Adobe® InDesign® CS2 and is provided to the Customer in PDF format (original InDesign files are provided upon request).

Marketing collateral is adapted to the Customer's jurisdiction. Selectron Technologies' Project Manager assists the Customer in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Interactive solution's phone number
- Jurisdiction logo (preferably in EPS format)
- Jurisdiction address
- Name of the interactive solution, if Selectron branding is not utilized
- Included modules and functionality
- Additional contact/informational phone numbers
- Inspection codes

The templates are adapted to fit the Customer's jurisdiction using the information from the above list. The Customer is able to review the material to ensure information accuracy. If errors exist, the marketing materials are emended to

display the correct information. Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

5.1.2 Installation

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to section 4.3, **Installation and Training**, for additional information.

5.1.3 On-going System Maintenance

Selectron Technologies' support plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

5.2 Customer

This section outlines the Customer's system implementation and maintenance requirements.

5.2.1 Pre-Installation

5.2.1.1 Return Implementation Questionnaire

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire (section 5.1.1.2, **Provide Documentation**). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each application included in the interactive solution has a separate implementation questionnaire. Refer to section 2.0, **Functionality**, for a list of all included applications.

5.2.1.2 Determine System Connection

Selectron implements using VoIP (Voice over Internet Protocol) by default if the Customer is set up for it. If the Customer is using analog lines, a T1 line, or ISDN (Integrated Digital Services Network), a Digital Media Gateway will be implemented. At times, these methods may incur differing costs (including such items as hardware, telephony professional services, or special installation services). The Project Manager will detail such special considerations as part of choosing the connection method. Once determined, and hardware has been purchased, changes to the connection configuration shall incur additional charges.

- **VoIP** Because VoIP is highly configurable, every VoIP deployment is unique. Even though SIP is growing to be the industry standard, it continues to evolve and different vendors can interpret said standards in different ways. Selectron has successfully implemented multiple IVR solutions in a variety of VoIP environments.
- The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration ser-

vices are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

- If the Customer is upgrading a Selectron interactive solution to a VoIP environment, an additional license fee is required to upgrade to the latest version of the Syntellect CT ADE toolkit.
- **Media Gateway** A media gateway allows the interactive solution to run on VoIP, even if the Customer has t1 or analog lines. Depending on the type of line, an analog or T1 media gateway (or, in rare cases, multiple gateways) will be implemented. Typically, Selectron uses Dialogic media gateways, but may implement an alternative gateway device if the alternative is better suited to the Customer's environment and the interactive solution feature set.
- To ensure full functionality, analog lines are sometimes used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).
- The IVR and Analog or T1 lines are plugged into the media gateway. Using a media gateway allows Selectron to configure the IVR as VoIP, meaning there is no need for voice boards on the IVR, and server HMP licenses are installed on the IVR.
- Having a media gateway minimizes the downtime necessary for switching to VoIP, if the Customer should choose to convert to VoIP in the future.

5.2.1.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

5.2.1.4 Define Permitting System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and interface specifications. If the permitting system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and permitting system vendor to define system specifications. The

specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

5.2.1.5 Approve Call Flow

The Customer is responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development begins.

5.2.1.6 Provide Remote Network Access to Permitting Database

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements (section 5.1.1.2, **Provide Documentation**). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.7 Confirm Pre-Install Tasks

Selectron Technologies' Project Manager provides the Customer with a pre-installation checklist (refer to section 5.1.1.2, **Provide Documentation**). Once the checklist is completed and returned, the Project Manager schedules the on-site installation.

5.2.2 Installation

5.2.2.1 Provide Installation Assistance

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

5.2.2.2 Provide Permitting Database Access

The interactive solution's server must have access to the permitting database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the permitting database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the permitting database's interface.

5.2.2.3 Provide Network Access

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

5.2.2.4 Provide Remote Access

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to set up remote access—Selectron Technolo-

gies' Project Manager helps the Customer choose a solution that best fits the situation.

5.2.2.5 Install Phone Lines

Depending upon the telephony environment the Customer chooses, the process for connecting the interactive solution varies (section 5.2.1.2, **Determine System Connection**). The Customer (and, if necessary, the Customer's phone system provider) ensures that all necessary lines and/or components are installed and configured to allow integration with Selectron's interactive solution.

5.2.2.6 Confirm Service Functionality

The Customer has 30 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan (section 5.1.1.2, **Provide Documentation**). Additionally, the System Acceptance Sign-off form (section 5.1.1.2, **Provide Documentation**) must be sent to Selectron Technologies' Project Manager within this period.

5.2.3 On-going System Responsibilities and Requirements

5.2.3.1 Provide Remote Access

Remote access to the interactive solution's server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole— Selectron Technologies' Project Manager assists the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Permitting database accounts and passwords for the interactive solution
- Permitting system accounts and passwords for the interactive solution
-
- IP address of the permitting database server
- Group user account and password (Cisco® users only)

5.2.3.2 Perform Regular System Backups

The Customer is responsible for including the interactive solution's server in regular system backup procedures.

5.2.3.3 Maintain Server Environment

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.

5.2.3.4 Provide Security

The interactive solution is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures; no further security infrastructure or anti-virus software is implemented.

5.2.3.5 Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

Appendix A: Hardware Specifications

A. Overview

This addendum to the Statement of Work details the interactive solution's hardware specifications.

B. Hardware

B.1 Selectron Technologies Provided Server

The hardware delivered for this implementation is an HP Proliant DL380 G7 2U. This server has RAID 5 with SAS drives, four (4) GB RAM, redundant power supply, and redundant fans. A KVM (keyboard, video, mouse) switch can be requested, if required by the Customer. The server is ordered as a tower, but a tower to rack conversion kit is available if needed. Selectron Technologies reserves the right to select a different server at any point prior to system installation, provided that it is also optimized for the interactive solution.

B.1.1 Return of Hardware

In the event that replacement hardware is required, the original hardware must be returned to Selectron Technologies. Situations requiring the return of replaced hardware include but are not limited to: hardware upgrades, server exchanges, and installation of a single shared application server that replaces a multiple server, multiple application environment.

Pricing provided in the purchase of replacement or upgraded hardware reflects a discount for returning the current hardware. Following the go-live of the new interactive solution, the replaced hardware (including server(s) and all other replaced hardware components) must be returned to Selectron Technologies. Shipping costs for the return of the hardware are the responsibility of Selectron Technologies.

If the Customer chooses to retain the original hardware, the Customer is not eligible for the discount on replacement hardware listed in the Quote.

B.2 Customer Provided Server

If the Customer requires another server, other than the one provided with the interactive solution (section B.1, **Selectron Technologies Provided Server**), Selectron Technologies must be notified immediately during the initial phase of project implementation. It is the Customer's responsibility to provide an adequate replacement that meets Selectron Technologies' Customer Provided Server Policy requirements. If a dual-processor server is provided by the Customer, additional license fees are required due to third-party licensing agreements. A dual-processor server is not required for the system.

B.3 VoIP Ports

The interactive solution includes four (4) licensed VoIP ports.

Selectron
TECHNOLOGIES, INC.

PremierPro Support and Maintenance Agreement

This PremierPro Support and Maintenance Agreement (this "Agreement") is entered effective as of the Service Date (as set forth in Exhibit A to this Agreement), by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assigns (collectively, "Company") and Monroe County, Florida, ("Customer").

Upon the terms and conditions of this Agreement and for the fees specified in this Agreement, Company will provide to Customer support and maintenance for the Products, as outlined below and set forth in Exhibit A to this Agreement, for the Term of the Agreement (defined below).

1. Initial Term:
The initial term of this Agreement shall commence upon the issuance of the Installment Invoice (as that term is defined in Exhibit A of that certain Professional Services Agreement between the parties), with respect to installment of the Company product(s) to which this Agreement relates (the "Products"), and shall continue for a period of 12 months (the "Initial Term"). A list of the Products is attached as Exhibit A to this Agreement.

2. Renewal:
a) This Agreement will automatically renew for successive terms of one (1) year each (each, a "Renewal Term") unless either party gives written notice of non-renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to in this Agreement as the "Term".

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If Customer provides notice of its intent not to renew the Agreement for any given Renewal Term, under Section 2(a), and Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

3. Termination:
This Agreement may be terminated by either party at any time and for any reason upon ninety (90) days' prior written notice to the other party. Upon termination of this Agreement by either party and for any reason, Customer shall immediately pay all amounts then due to Company, but Customer shall not be responsible for paying subsequent fees due for the remainder of the then-current Initial Term or Renewal Term.

4. Fees:
The Customer shall pay Company the service fee set forth in Exhibit A to this Agreement, for the support and maintenance services described in Section 5 of this Agreement (the "PremierPro Support").

5. Support and Maintenance:
The PremierPro Support includes:

a. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday)*
b. Use of Company's toll free number for PremierPro Support inquiries
c. On-Line technical diagnostic support
d. Software correction updates that are made generally available to Company's customers
e. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
g. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
h. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
    1. Assess the current machine resources including memory, processor, and disk-space utilization
    2. Examine log files including error logs to identify any anomalous entries
    3. Apply current validated software updates to the operating system, device drivers, and database server software.
i. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

6. Support Services:
This Agreement does not include, and the fee set forth in Exhibit A to this Agreement does not cover, support services relating to the following items:

a) Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
c) Version upgrades of host or backend database software.
d) Direct support for the required application program interface either purchased or procured as part of the integrated solution.
e) Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A to this Agreement).

Upon Customer's request, Company may, in its discretion, agree to provide one or more of the above-listed services in this Section 6, at Company's then-current published hourly rates or for a fixed fee. If Customer's payments under this Agreement for PremierPro Support provided under Section 5 are current upon Customer's request for services described in this Section 6, and Company agrees to provide services described in this Section 6, Customer will receive preferred rates for both standard and after-hours services.

7. Hardware Maintenance:
Company, at its sole discretion, may use new or refurbished parts for the repair of any Company-provided hardware in connection with performance of PremierPro Support or services provided under Section 6 of this Agreement.

8. Customer Preventative Maintenance:
Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide, which may be updated from time to time by Company. Notwithstanding anything to the contrary in this Agreement, if Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed for the support call and the services required to service the Product, at Company's then-current hourly rate.

9. Response Times:
Non-emergency support calls will be responded to within one (1) business day, however most calls are handled within two (2) hours of receipt. For PremierPro Support calls made during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four (4) hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:
Three (3) customer support contacts are allowed. Additional contacts may be added at any time for an additional $500.00 per contact per Initial Term or then-current Renewal Term. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A to this Agreement. Customer may change its customer support contacts upon thirty (30) days' written notice to Company.

11. Representations and Warranties; Warranty Disclaimer:
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PREMIERPRO SUPPORT SERVICES AND OTHER SERVICES PROVIDED HEREUNDER, AND ALL ASSOCIATED PRODUCTS, ARE PROVIDED TO CUSTOMER "AS IS" AND AS AVAILABLE, AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this warranty disclaimer, or to make any warranties, whether orally, in writing, or otherwise.

12. Limitation of Liability:
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRODUCTS, AND/OR THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, AND THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND

THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Downtime Credit:

13.1 If Company materially fails to perform its obligations under this Agreement, and such failure results in downtime of the relevant Product that exceeds 48 hours, Customer's sole remedy, and Company's entire liability, shall be a pro rata refund of the fees paid, as prorated to equal the amount of downtime ("Downtime Credit"). In order to receive a Downtime Credit, Customer must notify Company in writing of its request for a Downtime Credit within seven (7) days from beginning of the downtime; provided, however, that Customer will not be entitled to any Downtime Credit unless Customer notified Company of the downtime within twenty-four (24) hours of beginning of the downtime. In no event shall any Downtime Credit or the total cumulative damages for a breach of this Agreement by Company be more than the amounts previously paid by Customer under this Agreement in the 12 month period immediately preceding the applicable downtime or breach.

13.2 As used in this Agreement, Customer acknowledges and agrees that "downtime" includes time when the applicable Product is not accessible, but downtime does not include regularly-scheduled maintenance or scheduled maintenance of which Customer is given at least three (3) days' advance notice. "Downtime" also does not include inaccessibility of the Products caused by third parties outside of Company's reasonable control, such as Internet Service Providers, electricity providers, and telecommunications service providers.

14. Network Security Disclaimer:

14.1 Internet Security.

Company's Products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

14.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Products, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

14.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Products in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Products, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

15. Government Contracts:

15.1 In the event that Company shall perform Services under this Agreement in connection with any government contract or in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules, and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

15.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended

to other State of Florida jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

16. Severability:
If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 and 13 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

17. Force Majeure:
Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

18. Independent Contractor Relationship:
Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

19. Governing Law; Jurisdiction:
This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Monroe County, Florida. This agreement is not subject to arbitration.

20. Notice:
All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

21. Attorney's Fees:
In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

22. Survival.
Sections 3, 11.3, 12, 14-25 and the rights and obligations therein will survive expiration or early termination of this Agreement.

23. Waiver:
All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

24. Authority:
Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

25. Entire Agreement:
This Agreement and the attached Exhibit(s), which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document

signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

26. Counterparts:
This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed:

Title: President

Date: 12/27/12

Address: 7405 SW Tech Center Drive, Suite 140

Portland, OR 97223

Customer:

By: George R. Nougent

Signed: George R. Nougent

Title: Mayor

Date: 1/16/2013

Address:

(SEAL)
ATTEST: AMY HEAVILIN, CLERK
BY: DEPUTY CLERK

APPROVED AS TO FORM
JAN M. GRIMSLEY
CITY ATTORNEY
1-28-13

FILED FOR RECORD
2013 JAN 29 PM 12:40
CLERK OF THE COUNTY COURT
MORROW COUNTY, OREGON

EXHIBIT A

Pricing

Future Service Fees (for Renewal Terms following the Initial Term of this Agreement):

Item	Dates covered	Amount	Payment Due Date
VoicePermits	February 1, 2013 to January 31, 2014	Included	Included
VoicePermits	February 1, 2014 to January 31, 2015	$7,335.00	January 15, 2014
VoicePermits	February 1, 2015 to January 31, 2016	$7,700.00	January 15, 2015
VoicePermits	February 1, 2016 to January 31, 2017	$8,085.00	January 15, 2016
VoicePermits	February 1, 2017 to January 31, 2018	$8,490.00	January 15, 2017
VoicePermits	February 1, 2018 to January 31, 2019	$8,910.00	January 15, 2018

Notes:

- For this purpose, we will assume a February 1, 2013 Service Date. Actual date is based on the on-site implementation.
- Future service fee amounts in the table above for Renewal Terms will not exceed the identified amounts for each service period for the functionality detailed below. The future service fee estimates do not include increases to reflect additional functionality purchased.
- Future service fees for Renewal Terms are not a guarantee that Company will agree to automatic renewal of this Agreement, and future service fees shall not affect Company's right to provide notice of non-renewal under Section 2 of the Agreement.

Products and Licenses for which Company will Provide PremierPro Support
VoicePermits™ Interactive Voice Response Solution (4-Port)

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Professional Voice Recording
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software
- Four (4) Licensed Ports

VoicePermits Hardware & Software *(Includes Set-Up & Configuration)*

ProLiant DL 380 G7 2U – Enhanced Server – Minimum Specifications

- Intel Xeon Quad-Core 2 GHz Processor
- 4GB RAM
- Redundant Hot Plug Supply Power
- Integrated Gigabit Network Adapter
- Microsoft Windows 2008 Server
- Three (3) 146GB SAS Hard Drives (RAID 5)
- Redundant Cooling Fans
- DVD ROM, 56K Modem

VoicePermits Additional Functionality

Correction Codes
Inspection Prerequisite Logic

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Group Email for all three contacts: _____

Selectron
TECHNOLOGIES, INC.

Software License Agreement

This Software License Agreement ("SLA" or this "Agreement") is entered into by and between Selectron Technologies, Inc. an Oregon corporation and its successors and assigns (collectively, "Company"), and Monroe County, Florida ("Customer"). Company agrees to allow Customer to use Company's computer software and associated media and printed materials, which may or may not include electronic documentation and documentation available via the Internet (collectively, the "Software"), under the terms and conditions of this SLA. By signing below, and/or by installing or otherwise using the Software with Company's permission, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.
Subject to the terms and conditions of this SLA, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable and non-assignable (except as specifically set forth herein), and limited license to install and use the Software solely during the Term of this Agreement (the "License"). The License entitles Customer to install and use the Software at its principal place of business solely on a single computer (unless Customer is authorized to install and use the Software on more than one computer, as set forth in that certain Professional Services Agreement between the parties), and solely for Customer's internal business use. A license for each active server, test server, or active fail-over server must be expressly purchased for the specific use of the Software on each server. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company or recommended in writing by Company specifically for use with the Software. Except as expressly set forth in this Section 1, no other right or license is granted to Customer with respect to the Software.

Use of the Software requires that Customer use, as part of the Software, certain third-party Runtime-Restricted Use Software. By agreeing to this Agreement and installing and using the Software, Customer agrees to all terms and conditions set forth in the End User License Agreement(s).

2. License Fee.
Customer agrees to pay a license fee for the above-granted license, as set forth in accordance with the terms of that certain Professional Services Agreement between Company and Customer (the "License Fee"). The Professional Services Agreement sets forth a payment schedule and payment terms for the License Fee, which are incorporated into and made a part of this Agreement by this reference.

3. Other Rights and Limitations.
3.1 Transfer of Software. Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties, but Customer may transfer the use of the Software from Customer to a third party on a permanent basis, provided that (i) Customer notifies Company of the transfer in advance of the transfer; (ii) Customer ceases all use of the Software and retains no copies of the Software after the transfer; and (iii) the third-party recipient expressly agrees in writing to the terms of this SLA and provides the signed SLA to Company. In the event of such a transfer, Customer agrees to pay any additional installation, set-up, or training fees arising out of the transfer of the Software to the third party (to the extent that the third party refuses or fails to pay such fees). Customer further agrees to allow Company or its representatives onto Customer's premises to ensure that Customer has ceased all use of the Software and not retained any copies of the Software.

3.2 Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

3.3 Other Use Restrictions. Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA. Customer agrees to comply with all applicable laws, rules, and regulations in its use of the Software. Customer may not, and may not permit is employees or any third party to, (i) modify, translate, or create derivative works based on or derived from the Software; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iii) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (iv) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; or (v) incorporate the Software or any portion thereof into any other materials, products, or services.

3.4 Installation/Copy Limitation.
The Customer may install one extra copy of the Software on one (1) passive server for temporary fail-over support only and not for regular use under the License. That server must have the same number of, or fewer, processors as the active server on which the Software is installed.

3.5 Notice to Users.
Customer shall inform all Customer employees who use the Software under the License of all terms and conditions of the SLA, and Customer acknowledges and agrees that it is responsible for all such employee usage of the Software.

In the event of any violation of this Section 3, Licensor may immediately terminate this Agreement in accordance with Section 12, and shall be entitled to injunctive relief in accordance with Section 13.9.

4. Copyright.
The Software is licensed, not sold. Customer acknowledges and agrees that Company or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), accompanying printed materials, the copy of the Software that Customer is permitted to make under Section 3.4, and all updates and upgrades to and versions and derivative works of the foregoing. Customer may not copy or transfer the Software, except as expressly provided in Section 3 of this Agreement. Customer may not copy the printed materials accompanying the Software without Company's prior written approval in each instance of such proposed copying.

5. Dual-Media Software.
Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, distribute, sell, assign, pledge, sublicense, timeshare, or otherwise transfer the media to another user or use the media for the commercial or other benefit of any third party, except as part of the permanent transfer of the Software under Section 3.1 of this Agreement.

6. Export Restrictions.
The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software, unless Customer has first obtained Company's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer shall defend, indemnify and hold Company and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

7. Representations and Warranties; Warranty Disclaimer
7.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

7.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

7.3 Company warrants that the Software will perform substantially in accordance with the specifications set forth in the Scope of Work to the Professional Services Agreement, for a period of one (1) year from the date of the installation, as that term is defined in the Professional Services Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company, or any combination of the Software with any other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Software results from transportation, neglect, misuse, or misapplication of the Software by any person other than Company; from any accident beyond Company's control; from use of the Software not in accordance with this Agreement or documentation provided in connection with the Software; or from Customer's failure to provide a suitable installation or use environment for the Software.

7.4 The express warranties in Section 7.2 and 7.3 set forth above are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and the Software provided to customer hereunder, including,

but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Section 7.2 and 7.3 of this agreement. Except for the express warranty in Section 7.3 of this Agreement, Company provides the software to customer "as is" and "as available," and does not warrant that the Software will be uninterrupted or error free, and hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 7.4 shall be enforceable to the fullest extent permitted by applicable law.

8. Customer Remedies; Limitation of Liability.

8.1 If Customer finds what it reasonably believes to be a failure of the Software to substantially conform to the functional specifications in the Scope of Work, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company's and its suppliers' entire liability and Customer's exclusive remedy is for Company to use commercially-reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. If, in Company's sole discretion, it provides Customer with replacement Software, the replacement Software will be warranted in accordance with the provisions of this Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Network Security Disclaimer

9.1 Internet Security.

Company's Software may have the ability to connect to the Internet. The Software is designed to operate within Customer's secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is

giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. U.S. Government End Users.

10.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Company and licensor of the Software is Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA. This Section 10.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

10.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Florida jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

11. Support and Maintenance.

Customer may purchase support for and maintenance of the Software from Company by entering into a separate PremierPro Support and Maintenance Agreement with Company.

12. Term and Termination.

12.1 This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 12 (the "Term").

12.2 Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. Under no circumstances will Company provide a refund of paid fees to Customer.

12.3 Company may terminate this SLA, all other agreements between the parties, if any, and Customer's right to continue to use the Software hereunder, immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer's failure to pay the License Fee when due, and fails to cure such breach within sixty (60) days of being notified of the breach by Company. Upon such termination, Customer shall immediately cease all use of the Software, and Company may terminate Customer's access to the Software. Further, upon such termination, Customer must promptly return all copies of the Software and related documentation in its possession or under its control to Company and provide Company with written notice that it has done so.

12.4 Sections 4, 7.4, 8.2, 9, 12, 13 and the rights and obligations therein shall survive any termination of this SLA.

13. General Provisions.

13.1 Independent Contractor Relationship.

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

13.2 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Monroe County, Florida. This agreement is not subject to arbitration.

13.3 Severability.
If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

13.4 Contact Information.
Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA; www.stigov.com.

13.5 Notice.
All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in Section 13.4 or beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

13.6 Public Announcements.
Customer shall cooperate with Company so that Company may issue a press release concerning this Agreement; provided, however, Company may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Company shall have the right to use Customer's name as a customer reference, and to use Customer's trade name on Company's customer lists.

13.7 Attorneys' Fees.
In the event of a dispute between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

13.8 Confidentiality.
The Software and all related documentation and materials provided to Customer under this Agreement contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 13.8, "Proprietary Information and Materials") that belong to Company or its suppliers, and the Proprietary Information and Materials are being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS AGREEMENT.

13.9 Injunctive Relief.
In the event that Customer breaches any provision of Section 3, Section 4, Section 13.8, or any other material provision of this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Company for such breach; that any such breach will allow Customer or third parties to compete unfairly with Company resulting in irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Company shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Company may have at law, in equity, under this Agreement, or otherwise.

13.10 Waiver.
All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Authority.
Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

13.12 Entire Agreement.
This SLA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

13.13 Counterparts.
This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.		**Customer:**	
By:	Todd A. Johnston	By:	George R. Neugent
Signed:		Signed:	George R. Neugent
Title:	President	Title:	Mayor
Date:	12/27/12	Date:	1/16/2013
Address:	7405 SW Tech Center Drive, Suite 140	Address:	
	Portland, OR 97223		

(SEAL)
ATTEST: AMY HEAVILIN, CLERK
BY _____
DEPUTY CLERK

ATTORNEY
APPROVED AS TO FORM:
SUSAN M. GRIMSLEY
CITY ATTORNEY
1-28-13

FILED FOR RECORD
2013 JAN 29 PM 12:40
CLERK
MORROW

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes X No ___ Staff Contact /Phone #: Mitzi Crystal/289-2523

AGENDA ITEM WORDING: Approval of Supplemental #4 to the Joint Participation Agreement (JPA) AQN-53 with the Florida Department of Transportation (FDOT) for the county's transportation planning program.

ITEM BACKGROUND: Supplemental #4 will extend the contract deadline to June 30, 2017 and will increase the funding for the county's transportation planning program by $300,000 from $910,000 to $1,210,000. JPA AQN-53 authorizes reimbursement at 87.5% from FDOT for up to two full time transportation planning positions and for a transportation engineering consultant. The county uses this contract for transportation concurrency review, traffic engineering support, the biennial US 1 Arterial Travel Time and Delay Study, and to perform miscellaneous transportation planning studies.

PREVIOUS RELEVANT BOCC ACTION:
May 16, 2012 -Approval of JPA AQN-53 in the amount of $150,000 for the transportation program
April 17, 2013 -Approval of Supplemental #1 to increase the JPA to $380,000
May 21, 2014 -Approval of Supplemental #2 to increase the JPA to $610,000.
April 15, 2015 -Approval of Supplemental #3 to increase the JPA to $910,000.

CONTRACT/AGREEMENT CHANGES:
Extend the current JPA contract deadline to June 30, 2017 and increase budget to $1,210,000.00

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $300,000 **INDIRECT COST:** _____ **BUDGETED:** Yes x No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $37,500 **SOURCE OF FUNDS:** 50519 GW 1201

REVENUE PRODUCING: Yes ____ No x **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney 3/3 OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FL Dept.of Transportation Contract # AQN-53

Effective Date: June 21, 2012

Expiration Date: June 30, 2017

Contract Purpose/Description:

Supplement to existing JPA AQN-53 contract. Extends expiration date one year from June 30, 2016 to June 30, 2017. Also provides an additional $300,000 of funding, which increases the contract total to $1,210,000.

Contract Manager: Mitzi Crystal (Name) | 289-2523 (Ext.) | Planning & Environ Res/Stop 11 (Department/Stop #)

for BOCC meeting on March 23, 2016 Agenda Deadline: March 8, 2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 300,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: 510519-GW1201-_____-_____-_____

Grant: $ 300,000 Increase _____-_____-_____-_____-_____

County Match: $ 37,500 _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	2/29/16	Yes ☐ No ☑		2/29/16
Risk Management	3-8-16	Yes ☐ No ☑		3-8-16
O.M.B./Purchasing	3/4/16	Yes ☐ No ☑	Mishra Brkell	3/7/16
County Attorney	3/3	Yes ☐ No ☒		3/3

Comments: _____

OMB Form Revised 2/27/01 MCP #2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 4

Financial Project No(s): 25222811407 (item-segment-phase-sequence)	Fund: ACSL	FLAIR Category: 088854
	Function: 215	Object Code: 780000
	Federal No.: 8887-370-A	Org. Code: 55062010630
Contract No.: AQN53	DUNS No.: 80-939-7102	Vendor No.: F596000749054

Catalog of Federal Domestic Assistance Number: 20.205 Catalog of State Financial Assistance Number: 55.023

CFDA Title: Highway Planning and Construction CSFA Title: State Highway

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Monroe County 2798 Overseas Highway, Suite 400, Marathon, FL 33050 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 21st day of June 2012, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $1,058,750.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended
Funds are being added to this JPA per Exhibits A,B, and D for planning services.

The agreement is extended for a period of one year. Attached Exhibits A,B, and D supersede the previously incorporated exhibits in JPA AQN 53, dated June 21, 2021.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by $300,000.00

bringing the revised total cost of the project to $1,210,000.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by $262,500.00

bringing the Department's revised total cost of the project to $1,058,750.00

3.00 Amended Exhibits:

Exhibit(s) A, B, and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement June 30, 2017

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25222811407

Financial Project No(s)

Contract No. AQN53

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 21st 2012 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

Monroe County
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

TITLE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 3/9/2016

25222811407

Financial Project No(s)

Contract No. AQN53

Agreement Date

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Monroe County
2798 Overseas Highway, Suite 400, Marathon, FL 33050

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I.	Project Cost:	As Approved	As Amended	Net Change
		$910,000.00	$1,210,000.00	$300,000.00
	Total Project Cost	$910,000.00	$1,210,000.00	$300,000.00

II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	$796,250.00	$1,058,750.00	$262,500.00
	Agency:	$113,750.00	$151,250.00	$37,500.00
				$0.00
	Total Project Cost	$910,000.00	$1,210,000.00	$300,000.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	FY
FY	FY
FY	FY
FY	FY
FY	FY
FY	FY
FY	FY
FY	FY
FY	FY
FY	FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

CONTRACT DETAILS

Contract: AQN53 Status: 10 - EXECUTED CONTRACTS
Vendor: VF596000749054, MONROE COUNTY PLANNING DEPT

Contract Type:	AI - GRANT IN AID-PLANN	**Original Contract Days:**	0
Original Amount:	$131,250.00	**Present Contract Days:**	0
Amended Amount:	$796,250.00	**Days Used:**	0

Advertised:	**Letting:**	**Awarded:**
Executed: 06/21/2012	**Notice to Proceed:**	**Contract Begin:** 06/21/2012
Time Begin:	**Work Begin:**	**Projected Completion:**
Contract End: 06/30/2017	**Conditional Acceptance:**	**Completed:**
	Paid Off:	

Financial Project*	District	Encumbrance Balance	Expenditures	Revenue	Retainage	Payables	Future Encumbrances
252228-1-14-07	06	222,284.54	573,965.46	.00	.00	.00	.00
Contract Totals		222,284.54	573,965.46	.00	.00	.00	.00

** Click to see Financial Project Details; then use your Back button to return to this page.*

FM # 2522281-14-07
CONTRACT # AQN53
Supplemental JPA #4

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Monroe County Growth Management Division, Planning & Environmental Resources, 2798 Overseas Highway, Suite 400, Marathon, Florida, 33050, dated June 21, 2012, referenced by the above Financial Project Number.

PROJECT LOCATION: **Monroe County, Florida**

PROJECT DESCRIPTION: **Monroe County Transportation Planning Program**

SCOPE OF SERVICES:

TASK 1: TRANSPORTATION PLANNING CONSULTANT ASSISTANCE

The purpose of this task is to provide funding assistance for the transportation planning consultant to support the Monroe County Transportation Planning program. This support will provide assistance for general transportation planning and analysis activities. The activities will include short and long range transportation planning, plan updates, planning studies, traffic operational analyses, data collection, technical support, and review of development proposals. The activities may also include bicycle and pedestrian planning and analysis, scenic highway planning, coordination, and designation activities, and other activities necessary to support the transportation planning program of Monroe County.

The Monroe County staff will administer the consultant contract, issue task work orders, review consultant products and progress reports, prepare invoices for submission to the Department, and participate in transportation planning, analysis, and data collection activities as necessary.

TASK 2: TRANSPORTATION PLANNING STAFF ASSISTANCE

The purpose of this task is to provide funding assistance for transportation planning staff positions, in order to support the Monroe County Transportation Planning program. The

titled positions eligible for annual assistance are the Transportation Planning Manager and Growth Management Transportation Planner. The transportation planning program will include short and long range transportation planning, plan updates, planning studies, traffic operational analyses, data collection, technical support, and review of development proposals. The activities may also include bicycle and pedestrian planning and analysis, scenic highway planning, coordination, and designation activities, and other activities necessary to support the transportation planning program of Monroe County. The transportation planning staff responsibilities will include all activities necessary to carry out the Transportation Planning program of the County, such as coordination and meeting with the Department on a quarterly basis, and managing the work activities of the consultant. The transportation planning staff will provide a variety of administrative tasks including, but not limited to the following: administer the consultant contract; participate in the consultant selection process; oversee the transportation planning consultant activities; issue task work orders; review consultant work products; review consultant progress reports, and prepare quarterly progress reports for the Department; meet with the Department's project manager quarterly; prepare invoices for submission to the Department (in a Department approved format); and generally manage the transportation planning program of the County.

Annual Cost Distribution for each task are as follows:

Task 1

Consultant	50,000
Unanticipated Cost for Transportation Issues	50,000

Task 2

Salary and Fringe Benefits:

Transportation Planning Manager	100,000
Growth Management Transportation Planner	100,000
Total Annual Cost:	300,000

PROJECT COST

The project cost is identified in Exhibit B. The public agency may distribute funds between Tasks 1 & 2 as needed to effectively complete the project. All transportation planning activities will be documented in the quarterly progress reports to the Department. The costs of travel and equipment are to be borne by the public agency as part of the local match.

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

FM # 2522281-14-07
CONTRACT # AQN53
Supplemental JPA #3

EXHIBIT "B"
PROJECT COST AND BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the Florida Department of Transportation and the Monroe County , 2798 Overseas Highway, Suite 400, Marathon, Florida, 33050, dated June 21, 2012, referenced by the above Financial Project Number.

I. PROJECT BUDGET:

Original JPA Amount	$150,000.00
Previous Supplement Agreements	$760,000.00
Supplemental #4	$300,000.00
TOTAL PROJECT COST:	**$1,210,000.00**

II. FUND PARTICIPATION:

Maximum Federal Participation		
	(87.5%)	$1,058,750.00
Public Agency Participation		
In-Kind	(12.5%)	$151,250.00
Cash	(0%)	$0.00
Other	(0%)	$0.00
TOTAL PROJECT COST		**$1,210,000.00**

FM # 2522281-14-07
CONTRACT # AQN-53

EXHIBIT "C"
(GENERAL)

This exhibit forms an integral part of that certain Joint Participation Agreement between the Florida Department of Transportation and the Monroe County Growth Manage 2798 Overseas Highway, Suite 400, Marathon, Florida, 33050, dated June 21, 2012, referenced by the above Financial Project Number.

INVOICING, PROGRESS REPORTS AND MEETINGS

In order to obtain payments, the Public Agency shall:

1. Submit quarterly progress reports which are acceptable to the Department describing the work and which adequately justify and support the payment requested; and

2. Meet quarterly with the Department to go over the progress report; and

3. Submit to the Department its quarterly invoice on forms prescribed by the Department, and such other data pertaining to the Project Account and the Project as the Department or the Federal Highway Administration may require to justify and support the payment requested; and

4. Comply with all applicable provisions of this Agreement.

Pursuant to Section 4.00 of the Joint Participation Agreement, and Exhibit B, invoices will be reimbursed at a rate of 87.5% of the total cost of all eligible work activities.

Pursuant to Section 22.00 of the Joint Participation Agreement, the Department shall have ten (10) working days to inspect and approve the quarterly progress report prior to processing the submitted invoice.

EXHIBIT D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
FHWA	20.205, Highway Planning and Construction	$1,058,750.00

Compliance Requirements

1. Federal participation is 87.5%; Local participation is 12.5%.
2. In accordance with this JPA # AQN-53 and Supplemental Agreement #1 including Exhibits A, B, C, and D.
3.

OBJECTIVES

Federal-aid Highway Program: To assist State transportation agencies in the planning and development of an integrated, interconnected transportation system important to interstate commerce and travel by constructing and rehabilitating the National Highway System (NHS), including the Eisenhower Interstate System; and for transportation improvements to most other public roads; to provide aid for the repair of Federal-aid highways following disasters; to foster safe highway design; to replace or rehabilitate deficient or obsolete bridges; and to provide for other special purposes. This program also provides for the improvement of roads in Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, the Northern Mariana Islands, and the Alaska Highway. The Federal Lands Highway Program (FLHP), as an adjunct to the Federal Aid Highway Program, provides assistance to the Federal Land Management Agencies (FLMAs) for Federally owned roads. It provides transportation engineering services for planning, design, construction, and rehabilitation of the highways and bridges providing access to federally owned lands. The Federal Lands Highway organization also provides training, technology, deployment, engineering services, and products to other customers.

USES AND USE RESTRICTIONS

Federal-aid highway funds are generally apportioned by statutory formulas to the States. They are generally restricted to roads open to the public and not functionally classified as rural minor collectors or local. Exceptions to this highway functional classification restriction include: planning and research activities; bridge, bicycle and pedestrian, and safety improvements that may be on any public road; transportation enhancement activities; the recreational trails program (see program 20.219); safe routes to school, non-motorized
transportation, the FLHP, and public transportation improvement. The FLHP is not a grant program. For
highway projects, funds may be used for environmental studies, engineering and design services, right-of-way acquisition and relocation assistance, and construction for capital improvement projects classified as new construction, reconstruction, restoration, rehabilitation, and resurfacing, or for functional, geometric, or safety reasons. Funds may also be used for planning; research, development, and technology transfer; intelligent transportation systems projects; roadside

beautification; wetland and natural habitat mitigation, traffic management and control improvements; improvements necessary to accommodate other transportation modes, development and establishment of transportation management systems; billboard removal; construction of bicycle facilities and pedestrian walkways; fringe and corridor parking; car pool and van pool projects; transportation enhancements such as scenic and historic highway improvements; and recreational trails. Funds generally cannot be used for routine highway operational activities, such as police patrols, mowing, snow plowing, or maintenance, unless it is preventative maintenance. Also, funds authorized for the NHS, Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) Improvement Program, Equity Bonus (BE) program, and some additional programs may be used for mass transportation improvements; CMAQ funds are limited to projects and programs in air quality, non-attainment and maintenance areas for ozone, carbon monoxide, and small particulate matter that reduce transportation related emissions. Eligibility criteria for the programs differ, so program guidance should be consulted. Projects in urban areas of 50,000 or more population must be based on a transportation planning process carried out by a Metropolitan Planning Organization (MPO) in cooperation with the State and transit operators, and the projects must be included in metropolitan transportation plans and improvement programs. Projects in non-metropolitan areas of a State must be consistent with a statewide transportation plan. Projects in both metropolitan and non-metropolitan areas must also be included in a fiscally constrained Statewide Transportation Improvement Program (STIP) developed as part of the required statewide transportation planning process. The FHWA and the Federal Transit Administration (FTA) must approve the STIP jointly.

APPLICANT ELIGIBILITY

By law, the Federal-aid highway program is a federally assisted State program that requires each State to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State transportation departments (State DOTs). Projects to be funded under the Federal-aid highway program are generally selected by State DOTs or MPOs, in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other Federal aid highway projects, with the territorial transportation agency functioning in a manner similar to a State transportation department. Most FLHP projects are administered by the FHWA Office of
Federal Lands Highway and its Divisions or by the various FLMAs. Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal governments and are approved by the Bureau of Indian Affairs (BIA) and the Federal Highway Administration. Due to recent legislation, Tribal governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways programs, respectively. For the Forest Highway Program, the Forest Service, the States and the Federal Highway Administration jointly select projects.

FORMULA AND MATCHING REQUIREMENTS

Most Federal-aid highway funds are distributed by statutory formula. Eligibility requirements for most programs are also determined by legislative criteria. Some categories, including part of the bridge and Interstate Maintenance funds, are distributed on a discretionary basis. The normal maximum Federal share is 90 percent for the EIS projects, and 80 percent for most other projects. The Federal share for some programs may be increased in the case of States with large areas of Federal lands. Some projects, including territorial highway projects, FLHP projects, certain safety improvements, and emergency relief projects require no matching of Federal funds.

AUDITS

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), Audits of States, Local Governments, and Nonprofit Organizations, nonfederal entities that expend financial assistance of $500,000 or more in Federal awards from all sources during their fiscal year must have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

EXHIBIT D

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
n/a	n/a	n/a

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes _X__ No ___

Department: Planning & Environmental Resources
Staff Contact Person/Phone #: Mayté Santamaria 289-2562

AGENDA ITEM WORDING: Reject the request by TD Group Holdings I, LLC, to remove a Lot Aggregation Restrictive Covenant recorded in the Monroe County Public Records File #1459136, Book #2028, Page #750 on July 23, 2004, by Rosie Perez for four (4) properties in Key Largo, having real estate number 00527340-0000000.

ITEM BACKGROUND: On March 10 2004, the Planning Commission approved an allocation award for Rosie Perez for building permit application #03302510, subject to the cesspit replacement/elimination program per Administrative Commission Rule No. 28-20.100 and provided the applicants' Lot Aggregation Restrictive Covenant was approved by the Board of County Commissioners (BOCC). The Lot Aggregation Restrictive Covenant was approved by the BOCC on July 14, 2004 and subsequently recorded in the Monroe County Public Records on July 23, 2004, prior to the issuance of the building permit on September 22, 2004. Based on the Building Department records, the permit received a passed inspection for a temporary power pole March 22, 2005, and no other inspections.

The new property owner is requesting to remove and release the Lot Aggregation Restrictive Covenant recorded in the Monroe County Official Records File #1459136, Book #2028, Page #750 for Lots 1, 2, 25 and 26 of Block 19 of the Amended Plat of Key Largo Park (PB 3-62). The applicant will be required to submit new applications for building permits, ROGO allocations and be subject to the regulations in effect at that time. The applicant could potentially receive buildings permits and ROGO allocations for four (4) dwelling units, if the BOCC releases the restrictive covenant, verses one (1) dwelling unit with the existing restrictive covenant. The applicant states if the existing restrictive covenant is removed, that the resulting dwelling units would be deed restricted as affordable housing.

In 2013, the BOCC denied a request to remove a Lot Aggregation Restrictive Covenant recorded in the Monroe County Public Records Documents #1758868, Book #2431, Page #1092 on September 15, 2009, by Steven L. and Marni Caputo. After further discussion, BOCC directed staff to process amendments to put policy into place related to the restrictions required for aggregation and other restricted covenants and to retain the ROGO points for future applicants.

With the Comprehensive Plan Update project, the BOCC directed the addition of policy and land development code provisions to specifically: *not allow the reversal of any lot aggregation used to assign extra points to a ROGO application, whether executed by unity of title and/or restrictive covenant, and regardless of the status of the ROGO allocation award or associated building permit. In the event the dwelling unit was not constructed and the ROGO allocation award has expired, a subsequent ROGO allocation application on the same aggregated parcels will be assigned the same number of extra points originally assigned for the lot aggregation*

PREVIOUS RELEVANT BOCC ACTION:
On July 14, 2004, the BOCC approved Lot Aggregation Restrictive Covenant.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Reject of the release of the Lot Aggregation Restrictive Covenant.

TOTAL COST:_____ **BUDGETED:** Yes ___ No ___

COST TO COUNTY:_____ **SOURCE OF FUNDS:**_____

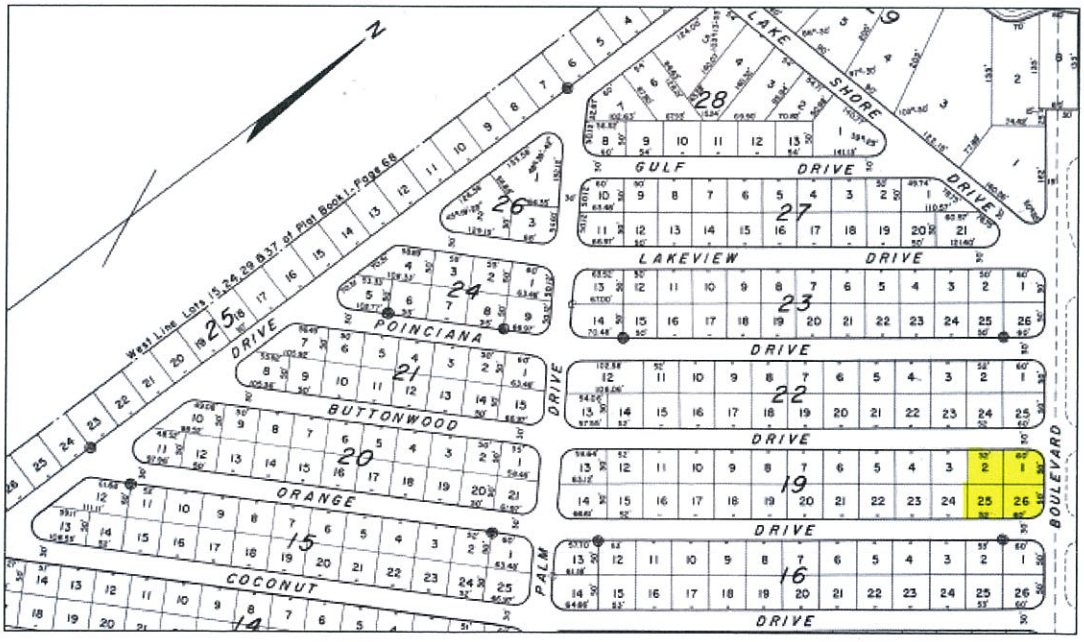
REVENUE PRODUCING: Yes __ No ___ **AMOUNT PER MONTH** N/A **Year** N/A

APPROVED BY: County Atty X 3/7 OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Subject Property in yellow:



SMITH | OROPEZA | HAWKS
ATTORNEYS AT LAW

Barton W. Smith, Esq.
Tel: 305-296-7227
Fax: 305-296-8448
bart@smithoropeza.com

November 9, 2015

VIA UNITED STATES MAIL

Ms. Mayte Santamaria, Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Re: Request for Release of Lot Aggregation

Dear Mayte,

Per our previous conversation, please allow this letter to serve as a request by my client, TD Group Holdings I, LLC ("TD"), to release the Lot Aggregation Restrictive Covenant ("Restrictive Covenant") granted in favor of Monroe County by TD's predecessor in interest, Rosario Perez. I have included a copy of the Restrictive Covenant for your convenience. In exchange for the release of the Restrictive Covenant, TD would restrict each lot to affordable housing pursuant to Monroe County Code Section 130-161, as amended.

My client acquired the property located at Lot 1, 2, 25 & 26, Block 19 AMENDED PLAT KEY LARGO PARK, according to the Plat thereof, as recorded in Plat Book 3, at Page 62 of the Public Records of Monroe County, Florida ("Property") through a tax deed issued to it by the Monroe County Tax Collector (Tax Deed enclosed). The Property currently consists of four (4) vacant scarified Tier III lots in Key Largo. Based on the provisions contained in the Restrictive Covenant, Perez agreed to the Lot Aggregation in order to obtain additional ROGO points under the prior ROGO allocation system. Since the Lot Aggregation, no residential dwelling unit has ever been developed on the Property and the Tier system has been adopted, amending the point system the Property would be subject to in determining its ROGO points.

Moreover, the County is currently in desperate need of additional affordable housing. These vacant Tier III Lots are zoned Improved Subdivision and represent an excellent opportunity to

add to the much needed affordable housing stock in the upper keys. As Monroe County is aware, affordable housing is one of the immediate issues that must be addressed. The release of the Property from the Restrictive Covenant and subsequent placement of an affordable housing restriction on the Property would assist in addressing this concern.

I would request to have the release of the Restrictive Covenant placed on the next available Monroe County Board of County Commissioner's agenda, preferably in December in Key Largo. Please contact me with any questions.

Sincerely,

Barton W. Smith, Esq.

BWS/llr
Enclosure

MONROE COUNTY
OFFICIAL RECORDS

FILE #1459136
BK#2028 PG#750

RCD Jul 23 2004 02:15PM
DANNY L KOLHAGE, CLERK

LOT AGGREGATION RESTRICTIVE COVENANT

1. Whereas, Rosie Perez, a single woman, the undersigned is the sole owner of the following described real property located in Monroe County, Florida described as follows:

   Lot(s): 1, 2, 25 and 26 Block: 19

   Subdivision: Amended Plat of Key Largo Park

   Key: Largo PB: 3 - 62

   Real Estate #(s): 00527340.000000, 00527350.000000, 00527580.000000 & 00527590.000000 and

2. **WHEREAS**, this Lot Aggregation Restrictive Covenant that restricts the use of the legally described property in order to receive a building permit; and

3. **WHEREAS**, the above described parcel(s) was assigned additional points in the Permit Allocation System for building permit # 03-3-2510 for the voluntary reduction of density through aggregation of vacant, legally platted, buildable lots.

4. **NOW, THEREFORE**, the undersigned agree as follows:

   - The above described parcel(s) shall have its density reduced from four dwelling units to one dwelling unit in consideration of a building permit to build a single-family residence; and

   - The restrictions herein shall be binding upon the representatives, heirs, assigns and successors in title of the undersigned; it being the intention if the undersigned by execution and recording of this document that this restriction shall run with the land and shall be forever binding upon the successors in title; and

   - This covenant is intended to benefit and run in favor of the County of Monroe; and

- In the event of any breach or violation of the covenant contained herein, the said County may enforce the covenant by injunction or such other legal method, as the County deems appropriate.

WITNESSES:

(Signature)

Jose M. Vidal
(Print/Type Name)

(Signature)

Eduardo Martin
(Print/Type Name)

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

OWNER(S)

(Signature)

Rosie Perez
(Print/Type Name)

Address: 3291 SW 137Ave
Miami FL 33175

(Signature)

(Print/Type Name)

Address:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 27th day of April, 2004, by Rosie Perez, who is/are personally known to me or produced _____ as proof of identification and did take an oath.

Alejandro Vidal
Notary Public (Print Name)

Notary Public (Signature)
My Commission Expires

Alejandro Vidal
My Commission DD130040
Expires June 30, 2008

This Instrument Prepared by:
Rosie Perez
3291 SW 137th Ave.
Miami, FL 33175

MONROE COUNTY
OFFICIAL RECORDS

RE: 00527340.000000, 00527350.000000, 00527580.000000 & 00527590.000000

FILE #1459136
BK#2028 PG#751

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: _____

MONROE COUNTY ATTORNEY

Tax Deed File Number 2015-9
Property Identification Number
00527340000000286139

DocH 2046683 09/23/2015 3:54PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

09/23/2015 3:54PM
DEED DOC STAMP CL: Krys $182.00

TAX DEED

DocH 2046683
Bk# 2762 Pg# 169

STATE OF FLORIDA
COUNTY OF MONROE

The following Tax Sale Certificate Numbered 2012/2708 issued on June 1st, 2012 was filed in the office of the tax collector of this county and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 23rd day of September, 2015 offered for sale as required by law for cash to the highest bidder and was sold to

TD GROUP HOLDINGS I, LLC.
5701 SW 107 AVENUE #202 MIAMI, FL 33173

being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now this, 23rd day of September, 20 15 the County of Monroe, State of Florida, in consideration of the sum of ($ 26,000.00)
TWENTY-SIX THOUSAND DOLLARS AND NO CENTS
being the amount paid pursuant to the Laws of Florida does hereby sell the following lands situated in the County and State and described as follows:

BK 19 LT 1, 2, 25 & 26 AMD PLAT OF PB3-62 KEY LARGO PARK, KEY LARGO OR470-606 OR1307-489 OR1677-1738 OR2051-2389/90Q/C OR2028-750/751(REST)

Amy Heavilin (SEAL)
Clerk of Circuit Court or County Comptroller
Monroe County, Florida.

Witness.
Cheryle Robertson

STATE OF FLORIDA
COUNTY OF MONROE

On this 23rd day of September, 20 15, before me Nicole Rhodes personally appeared Amy Heavilin Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

NICOLE RHODES
MY COMM 181198
EXPIRES 2018

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe

Planning Department
2798 Overseas Highway
Suite 410
Marathon, Florida 33050
Voice: (305) 289 2500
FAX: (305) 289 2536

Board of County Commissioners
Mayor Murray Nelson, Dist. 5
Mayor Pro Tem David Rice, Dist. 4
Comm. Dixie Spehar, Dist. 1
Comm. George Neugent, Dist. 2
Comm. Charles "Sonny" McCoy, Dist 3

July 16, 2004

Rosie Perez
3291 SW 137 Ave.
Miami, FL 33175-

Re: Allocation award for the issuance of building permit 03-03-2510 under the Dwelling Unit Allocation System

Dear Ms. Perez:

The Planning Department has been informed by the Monroe County Health Department that Cesspit Credit Voucher No. TNC02804 is available for your ROGO Allocation Award. The requirement established by Florida Administrative Commission Rule #28-10.100 for the cesspit replacement/ elimination program has now been completed.

On 6/9/2004, the Planning Department forwarded a report to the Monroe County Planning Commission that included available Cesspit Credits for ROGO applications ranked pursuant to Resolution No. 12-04. On 6/9/2004, the Planning Commission met in public hearing to review the report. The Commission approved your application for an allocation award subject to the Monroe County Board of County Commissioners approval of the restrictive covenant limiting the number of dwelling units on the aggregated property submitted. On 7/14/2004 the Monroe County Board of Commissioners confirmed the Planning Commissions recommendation approving the restrictive covenant combining contiguous lots for voluntary density reduction.

Consequently, and pursuant to Section 9.5-122(c), of the Monroe County Land Development Regulations (LDR's), this letter constitutes an Allocation Award, entitling you to a building permit for a residential dwelling unit. As per Section 9.5-121.2(g) of the Code, this award shall expire when its corresponding building permit is deemed to expire according to Section 9.5-115 of the LDR's, or on **September 14, 2004**. The building permit can not be issued until the Planning Department has received the approved, recorded Restrictive Covenant combing contiguous lots.

Once you have secured your HRS permit, you may then **make an appointment with the Building Department to pick up your permit**. If in the Upper Keys, please call (305) 852-7100; if in the Middle or Lower Keys, please call (305) 289-2501.

Sincerely,

K. Marlene Conaway
Planning Director

ORIGINAL SENT TO
Agent
ON

Enclosure: Original Lot Aggregation Restrictive Covenant
cc: Assistant Building Official; Director of Growth Management; File

PC & BOCC Agg Lot

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Regular Meeting
Board of County Commissioners
Wednesday, July 14, 2004
Key West, Florida

A Regular Meeting of the Monroe County Board of County Commissioners convened at 9:00 A.M., on the above date at the Harvey Government Center. Present and answering to roll call were Commissioner Charles "Sonny" McCoy, Commissioner George Neugent, Commissioner David P. Rice, Commissioner Dixie Spehar and Mayor Murray E. Nelson. Also present were Danny L. Kolhage, Clerk; Isabel C. DeSantis, Deputy Clerk; Richard Collins, County Attorney; James Roberts, County Administrator; County Staff, members of the press and radio; and the general public.

All stood for the Invocation and Pledge of Allegiance.

ADDITIONS, CORRECTIONS, DELETIONS

Motion was made by Commissioner Rice and seconded by Commissioner Spehar granting approval of Additions, Corrections, and Deletions to the Agenda. Motion carried unanimously.

PRESENTATION OF AWARDS

Presentation of Employee of the Month Award for April, 2004, to Roberto Blasco, Custodian, Facilities Maintenance Department, Public Works Division.

Presentation of Mayor's Proclamation to declare July 26, 2004, as ADA Anniversary Day in Monroe County.

Presentation of the Government Finance Officers Association (GFOA) award to Monroe County's Office of Management and Budget.

Presentation of the National Association of Counties 2004 (NACo) Achievement Award for the program entitled Lunchtime Senior Concert Series.

Calling Out Ceremony of Monroe County children who need adoptive homes.

Recognition of Public Works employees who assisted with the cleaning of Higgs Beach.

Board granted approval and authorized execution of a letter dated June 22, 2004 to enter into an On-Call FEMA Grant Management Services Agreement with Adjusters International Disaster Recovery Services (AIDRS) to provide services to the County to maximize FEMA funding in the event a disaster has been declared, and to expedite the process and retain funds during project closeout and audit.

Board granted approval for the County Administrator or his designee to complete and submit the online application for the Federal Fiscal Year 2004 Local Law Enforcement Block Grant funds via Internet as required by U.S. Department of Justice, Bureau of Justice Assistance.

Board granted approval for the County Administrator to execute an Order Addendum to Master Contract for BellSouth Business Services Master Agreement number DS0025 for Key West Airport and to execute up to 50 additional order addendums to same Master Contract for DSL service as sites get connected to DSL.

Board granted approval to enter into Modification Number Two to the Hazard Mitigation Grant Agreement Number 01HM-4R-11-54-15-009 with the Department of Community Affairs concerning FEMA Project 1259-0019 Gato Building Retrofit Project.

TOURIST DEVELOPMENT COUNCIL

Board granted approval and authorized execution of an Addendum to Interlocal Agreement between Monroe County and the City of Key West for beach cleaning services and seaweed cleanup by Robbies Marine for Smathers and Rest Beach in an amount not to exceed $138,140 per year for cleaning and maintenance and $45,000 per year for seaweed cleanup, DAC I, third penny resources.

Board granted approval and authorized execution of an Amendment to Interlocal Agreement between Monroe County and Islamorada, Village of Islands, to extend Agreement until September 30, 2005.

Board granted approval to advertise a Request For Qualifications for a county wide Fishing Umbrella.

Board granted approval to advertise a Request For Qualifications for a county wide Diving Umbrella.

DIVISION OF MANAGEMENT SERVICES

Board granted approval to refund de-obligated costs of $58,682.50 from disaster - 1259 (Tropical Storm Mitch) to the Florida Department of Community Affairs as per Audit Report E-06-03, Office of the Inspector General.

DIVISION OF GROWTH MANAGEMENT

Board granted approval of recommendations from the Request for Statements of Qualifications (RFQ) Selection Committee to select URS Corporation to provide Transportation Planning/Engineering Services to the Growth Management Division, and direct Staff to enter into

Contract negotiations with this firm; if the Staff is unable to successfully negotiate a Contract with this firm, it is authorized to enter into negotiations with the second ranked firm.

Board granted approval and authorized execution of a Memorandum of Agreement between Monroe County and the Florida Department of Environmental Protection Office of Greenways and Trails (DEP-OGT) to assist in the construction of the Florida Keys Overseas Heritage Trail.

Board granted approval and authorized execution of Amendment No. 1 to the Joint Participation Agreement (JPA) between Monroe County and the Florida Department of Transportation (FDOT) for the completion of boat ramp engineering and reconstruction.

Board granted approval to solicit bids for the installation of 135 Idle Speed/No Wake buoys at designated areas along the shoreline in Islamorada, Village of Islands at the request of the Village.

Board granted approval for one Lot Aggregation Restrictive Covenant from Sean & Sandra Heffron to have one dwelling unit on contiguous lots, Permit No. 02-03-0003, for property described as Lots 10 & 11, Block 3, Ocean Isles Estates, Key Largo. The applicants are receiving one dwelling unit allocation award for the year ending July 13, 2004, have filed the documents in accordance with Ordinance No. 47-1999.

Board granted approval for one Lot Aggregation Restrictive Covenant from Rosie Perez to have one dwelling unit on contiguous lots, Permit No. 03-3-2510, for property described as Lots 1, 2, 25 & 26, Block 19, Amended Plat Key Largo Park, Key Largo. The applicant is receiving one dwelling unit allocation award for the year ending July 13, 2004, have filed the documents in accordance with Ordinance No. 47-1999.

Board granted approval for one Restrictive Covenant from Marlin Holding Inc., a Florida Corporation - Joseph Silvestri, President to have one dwelling unit on contiguous lots, Permit No. 03-3-0577 for property described as Lots 21 & 22, Block 19, Largo Sound Park, Key Largo. The applicant is receiving one dwelling unit allocation award for the year ending July 13, 2004, have filed the documents in accordance with Ordinance No. 47-1999.

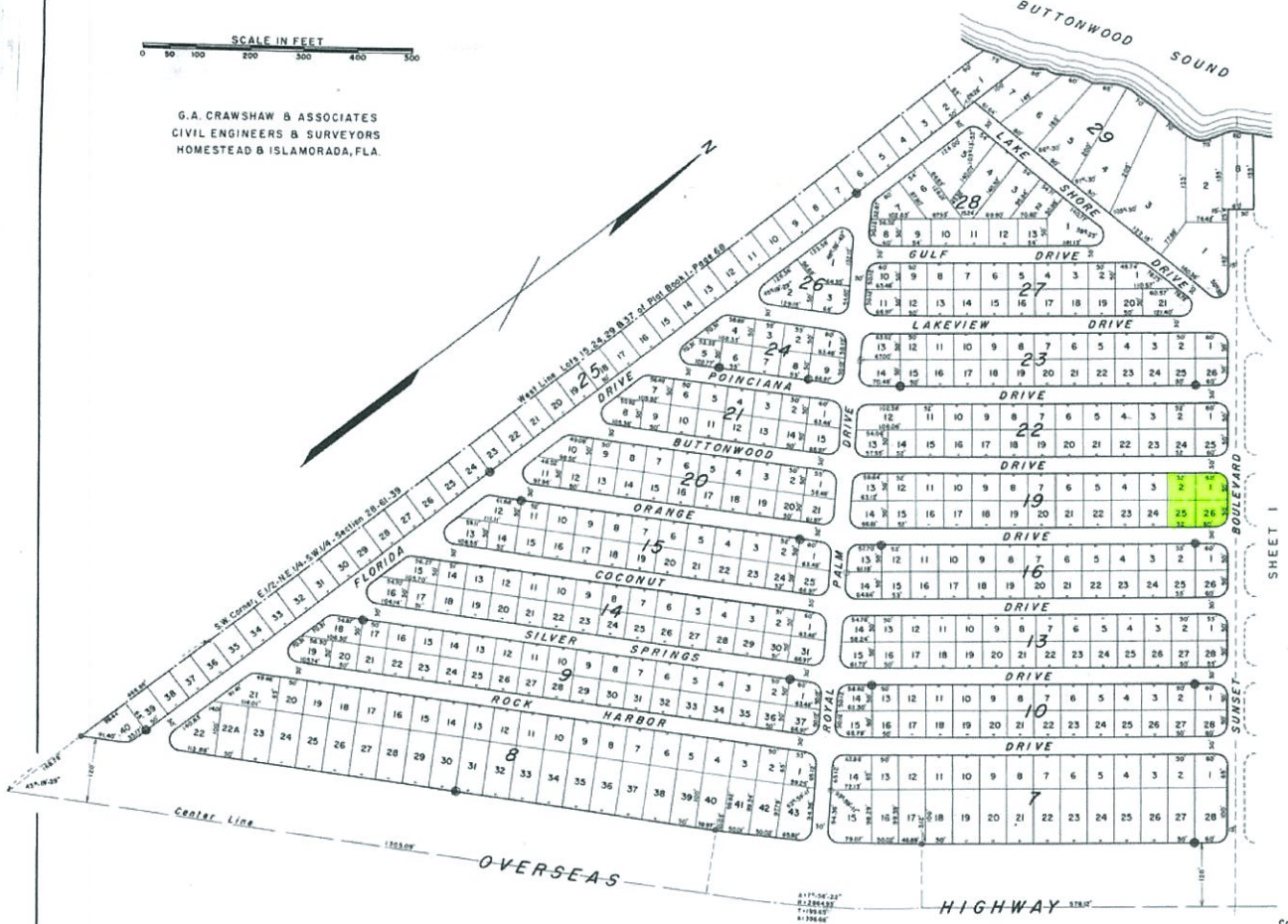
Board granted approval for one Restrictive Covenant from Marlin Holding, Inc., a Florida Corporation - Joseph Silvestri, President to have one dwelling unit on contiguous lots, Permit No. 02-3-3927, for property described as Lots 18 & 19, Block 19, Largo Sound. The applicant is receiving one dwelling unit allocation award for the year ending July 13, 2004, have filed the documents in accordance with Ordinance No. 47-1999.

Board granted approval for the transfer of one buildable lot from Richard R. & Rosa Mazzei to Monroe County by Warranty Deed, Permit No. 02-1-1592, for property described as Lot 1, Block 9, Eden Pines Colony Subdivision, Big Pine Key. The applicants are receiving one dwelling unit allocation award for the year ending July 13, 2004, have filed the documents in accordance with Ordinance No. 47-1999.

AMENDED PLAT OF
KEY LARGO PARK
IN SECTION 28-TOWNSHIP 61 SOUTH-RANGE 39 EAST
KEY LARGO-MONROE COUNTY-FLORIDA

SCALE 1"=100'

MAY 1954



SHEET 2 OF 2 SHEETS

KNOW ALL MEN BY THESE PRESENTS:

That Key Largo Park, Inc., a Florida corporation, owners of all the property included in the plat of Key Largo Park as recorded in Plat Book 3 at Page 13, Public Records of Monroe County, Florida, have caused to be made the attached plat entitled "AMENDED PLAT OF KEY LARGO PARK", the same being a resubdivision of the above mentioned property and the intervening boulevard, drives and alleys.

The boulevard and drives, as shown, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to said Key Largo Park, Inc., its successors or assigns, the reversion or reversions thereof whenever discontinued by law.

IN WITNESS WHEREOF Key Largo Park, Inc. have caused these presents to be signed in its corporate name by its President, and its corporate seal to be hereunto affixed by its Secretary this 10 day of MAY A.D.1954.

KEY LARGO PARK, INC.

By _____ President

Attest _____ Secretary

STATE OF FLORIDA SS
COUNTY OF DADE

I Hereby Certify that on this day personally appeared before me, the undersigned authority, Alfred Gottesman, President, and Milton R. Wasman, Secretary, of Key Largo Park, Inc., to me well known to be the persons described in and who executed the foregoing instrument and severally acknowledged the same to be their free and voluntary act as such officers for the uses and purposes therein expressed, that they affixed the official seal of said corporation all by and with the authority of the Board of Directors, and that said instrument is the free act of said corporation.

Witness my hand and official seal this 10 day of MAY A.D.1954.

My commission expires
FEB. 10, 1958

Notary Public, State of Florida at Large

KNOW ALL MEN BY THESE PRESENTS:

That Rock Harbor Park, Inc., a Florida corporation, owner and holder of a certain mortgage dated April 28, 1952 and recorded in Mortgage Book B-29 at Page 181, Public Records of Monroe County, Florida, encumbering the above described property, does hereby consent to join in the above dedication.

Witness our hands and seal this 10 day of May A.D.1954

ROCK HARBOR PARK, INC.

By _____ President

Attest _____ Secretary

STATE OF FLORIDA SS
COUNTY OF DADE

I Hereby Certify that on this day personally appeared before me, the undersigned authority, Fred Pine, President, and Inez J. Pine, Secretary, of Rock Harbor Park, Inc., to me well known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the same to be their free and voluntary act as such officers for the uses and purposes therein expressed, that they affixed the official seal of said corporation all by and with the authority of the Board of Directors, and that said instrument is the free act of said corporation.

Witness my hand and official seal this 10 day of May A.D.1954.

My commission expires
FEB. 10, 1958

Notary Public, State of Florida at Large

KNOW ALL MEN BY THESE PRESENTS:

That Alfred Gottesman, owner and holder of a certain mortgage dated May 14, 1952, and recorded in Mortgage Book B-29 at Page 327, Public Records of Monroe County, Florida, encumbering the above described property, does hereby consent to join in the above dedication.

Witness my hand and seal this 10 day of May A.D.1954

Witnessed by

(SEAL)

STATE OF FLORIDA SS
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Alfred Gottesman, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged the same to be his free and voluntary act, for the uses and purposes therein expressed.

Witness my hand and official seal this 10 day of May A.D.1954

My commission expires
FEB. 10, 1958

Notary Public, State of Florida at Large

I Hereby Certify that the attached "Amended Plat of Key Largo Park" is a true and correct representation of the property as recently surveyed and platted by me; that Permanent Reference Monuments were set May 3, 1954 in accordance with Section 7, Chapter 10275 (253), Laws of the State of Florida.

G.A. Crawshaw
G.A. Crawshaw
Registered Engineer 1557, Registered Surveyor 198
State of Florida

This plat was approved by Resolution of the Board of County Commissioners of Monroe County, Florida, this 6 day of July A.D.1954, and filed for record in Plat Book 3, Page 62

Earl R. Adams
Clerk of the Circuit Court

Gerald Saunders
Chairman of the Board

FILED JULY 6, 1954
11:28 AM 37080

62

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Regular Meeting
Board of County Commissioners
Wednesday, August 21, 2013
Key Largo, Florida

A Regular Meeting of the Monroe County Board of County Commissioners convened at 9:00 A.M., at the Harvey Government Center. Present and answering to roll call were Commissioner Heather Carruthers, Commissioner Danny Kolhage, Commissioner Sylvia Murphy, Commissioner David P. Rice and Mayor George Neugent. Also present at the meeting were Roman Gastesi, County Administrator; Bob Shillinger, County Attorney; Amy Heavilin, County Clerk; Vitia Fernandez, Deputy Clerk; County Staff, members of the press and radio; and the general public.

ADDITIONS, CORRECTIONS, DELETIONS

Item A Motion was made by Commissioner Carruthers and seconded by Commissioner Murphy granting approval of the Additions, Corrections and Deletions to the Agenda. Motion carried unanimously.

* * * * * * * * * * * *

FIRE & AMBULANCE DISTRICT 1
BOARD OF GOVERNORS

The Board of Governors for the Fire and Ambulance District I convened. Present and answering to roll call were Commissioner Danny Kolhage, Commissioner David P. Rice, Mayor George Neugent, Mayor Norm Anderson and Councilwoman Kate Snow.

James Callahan, Fire Chief addressed the Board concerning the following items:

Item F2 Approval to award the Maintenance of Monroe County Fire Rescue Vehicles contract to Fire Tech Repair Service, Inc.; three (3) year contract not to exceed two (2) renewal options, and approval for the Fire Chief to sign all documents as needed to complete transaction. After discussion, a motion was made by Commissioner Rice and seconded by Commissioner Kolhage to approve the item. Motion carried unanimously.

Item F3 Approval to enter into an agreement with Motorola Solutions, Inc. for the service, maintenance and support of existing mobile communications equipment, and any additional mobile communications equipment purchased from Motorola, and approval for the Fire Chief to

STAFF REPORT

Item D5 Public Works/Engineering/Project Management – Kevin Wilson, Public Works & Engineering Director updated the Board regarding the Cudjoe Region Wastewater. They are getting ready to pour the foundation of the treatment plant. On the Inner Islands they have laid about 8 miles of gravity pipe, mostly to the easter side of Cudjoe Key. On the Outter Islands the design is complete and permitted for both, Sugarloaf and Ramrod Key construction has started in both islands. Some time in November we should have all the information for the rest of the County on the Pavement Study. The following individuals address the Board: Kirk Raper and Bill Hunter, representing the Sugarloaf Shores Property Owners Association.

Item D6 Growth Management – Christine Hurley, Growth Management Director updated the Board regarding the upcoming meeting with the Construction Industry Group. The agenda was sent out recently as well as a status report on implementation of the interactive voice system that's going to be the computerized system for calling in inspections. We were notified that DEP did have an acquisition meeting, it's the Acquisition Restoration Counsel and they are beginning to develop their work land for Florida Forever Acquisition. They expect the work plan would take about 3 to 4 months to develop. The package is almost ready to be presented with the maping and the evaluation of the private vacant land that's left with the Florida Forever Boundary. We are also further developing the military private vancant lands.

Item D7 Lisa Tennyson, Director of Legislative Affairs & Grants Acquisition updated the Board regarding the legislative package. We will present a draft and briefing book on the next Board of County Commissioners meeting. There was some changes to the National Flood Insurance Program. The bigger waters amendment will significally change. The Congress is also dealing with the re-authorization of the WRDA Bill. The WRDA Bill passed the Senate and it's being finalize in the House.

GROWTH MANAGEMENT – BULK APPROVALS

Item I3 Christine Hurley, Growth Management Director addressed the Board concerning the approval for the removal of a Lot Aggregation Restrictive Covenant recorded in the Monroe County Public Records Documents #1758868, Book #2431, Page #1092 on September 15, 2009, by Steven L. and Marni Caputo, applicant. The following individual addressed the Board: Steve Caputo. After discussion, a motion was made by Commissioner Murphy and seconded by Commissioner Carruthers to deny the item. Motion carried unanimously.

After further discussion, another motion was made by Commissioner Kolhage and seconded by Commissioner Carruthers to direct staff to process a land development code amendment to put policy into place related to people and the deed restrictions that we require for aggregation and other restricted covenants; analyze the FEMA injuction list and those expiration dates to determine where the majority of the people are within those time limits and how those are proceding and also find a way to retain the ROGO points and cases like this. Motion carried unanimously.

BOCC Agenda 08/21/2013

Item I3: Approval for the removal of a Lot Aggregation Restrictive Covenant recorded in the Monroe County Public Records Documents #1758868, Book #2431, Page #1092 on September 15, 2009, by Steven L. and Marni Caputo, applicant.

Commissioner Kolhage: Mr. Mayor, I asked this item to be held. I have an issue with this in that what we're doing here is actually increasing density. It really goes in the opposite direction that I think we want to go in. I understand, I mean I guess that the reason that the owners want to do this I suppose is that is to increase the marketability to be able to sell two lots instead of one. But I have a problem with that because... and there may be a way to give them...not just this owner, I'm thinking about should this come forward in the future but to provide an incentive that when we aggregate, we agreed to aggregate for the purpose of granting points in the ROGO process, that we actually extend that benefit to the subsequent purchaser of the combined lots to try to make it more attractive for them to want to retain the aggregation and therefore keep, not ask us to do something that increases density. Did I say that clearly enough for anyone to understand?

Commissioner Rice: I understand.

Commissioner Kolhage: You got any comments on this Christine?

Christine Hurley: Just that this is a little bit unique request. We in the code did not really anticipate what happened in the real estate market and the fact that people have been holding on to their ROGO allocations because the state has given so many permit extensions for several years now and we can feel the clients that have been holding on now trying to undo their situations. So I don't think that this is like a fluke, I think that as these expirations happen you're going to see more requests to undo things people did in the real estate market. That being said, because the code did not anticipate this ever happening, we don't have any provisions to go by so if the Commission wants us to evaluate under which circumstances we would recommend something like this, we could do a land development code amendment to address that. Because the next item is related to taking off an affordable housing restriction because they can't build the house that they originally wanted to build. So over the next couple years I do think you are going to see more of this happening.

Commissioner Kolhage: Another part of that Mr. Mayor is that for those people who are struggling, who are caught up in the FEMA injunction process, there hasn't been enough time. I can see that they're struggling to get things done within a limited time span and it all has to do with being held up in the FEMA injunction process of which we just resolved. I think we should consider an extension. Perhaps you could come back with a recommendation because maybe we have not allowed them enough time to get everything together, to go out, try to get the finances and so forth and that might place people into a posture ...well I'm just going to give up, ya know throw it on the market rather than try to deal with it in a short period of time. I don't know how you feel about that but I think some people are being penalized because there is a short window here following the resolution of the FEMA injunction process.

Commissioner Murphy: Well number one I always thought that when we aggregated lots it was forever. I didn't know you could go back and de-aggregate. And this is a case, I'm going to vote for this but in the future, I

don't know what we are going to do about it. Danny had some good suggestions. But you can't...I don't see how we can put Growth Management through all of the hoops...the jumps and hoops to give people what they want at a given time to serve their financial or living needs. And then a few years later when things change, either their life, our life, the state rules whatever, then they want to undo all of that because it's no longer to their advantage. That's not the way life works. You make your decisions and you stay with them. Go to bed and adapt to it, whatever. I'll vote for this one but I wouldn't want to see several show up every month.

Commissioner Carruthers: I have other concerns about the implications for this. Commissioner Kolhage touched on it in terms of increasing density. Same with the next item about affordable housing I mean are we now going to start to back pedal on what our goals in our comprehensive plan have been. To try to adjust for changes in the market that were completely outside of our control. And then are we going to end up backing ourselves into a position where we have increased competition, made more people angry...and also diminish the amount of the second case, available affordable housing. I'm a little concerned about precedents that are set by these one off situations. I feel like we need to take a more comprehensive look at dealing with situations like this. And in the meantime you don't want to penalize particular property owners for the situations that they are in right now. They've gone through the process that has been outlined for them in our plan but I think I'd like to ask Growth Management to take a look at these issues from a more comprehensive perspective.

Christine Hurley: We'd be glad to do that.

Mayor Neugent: Well here is my two cents. We had a discussion in a previous County Commission meetings in the last one and maybe two or three before and I brought up something as far as...and Commissioner Kolhage's comments triggered my thinking here that the proposal that I brought up for discussion purposes was that we pay people to aggregate lots to reduce that density situation and all of a sudden I'm thinking, "man if I had some aggregated lots and if the County chose to do that, I would go un-aggregate them...and un-aggregate them and say okay pay me to aggregate them now." (laughs)... So that is one of those unintended consequences that also is wrapped up in what you just brought to our attention, Danny. Because I do think that paying to reduce development is something that we need to be doing. So I can't vote for this because I think that that is something that I want to see more of is people aggregating lots and it's in our best interest to pay people to aggregate those lots.

Christine Hurley: I would like to say this person had written their letter before that idea was ever put on the table, just as an informational item, but I totally agree with the fact that this, while not against our code our comp plan because we never addressed it, it is not one hundred percent consistent with all of our overall policies that we are trying to achieve.

Mayor Neugent: I'm not saying in any way, shape, or form that's what this person was thinking. I wish he were that smart but I do think that if in fact we are going to consider that proposal, we need to think long and hard about anybody breaking properties apart to increase density or for whatever reason. I am not saying there is not a reason out there that we would not support someone doing that but I think that Commissioner Kolhage and the comments that are made are certainly worthy of documenting.

Commissioner Kolhage: Christine, do we have a way now under the current code of allowing a subsequent purchaser of the combined lots to get the benefit of ROGO point enhancement?

Christine Hurley: Only if you approve removing the aggregation that's in the chain of title right now could we then consider it two separate lots and let the new ROGO applicant re-aggregate. You and I talked about that but there is nothing in the code that really addresses that and once the deed restriction is recorded, it's considered one lot. If you approve this item then they'll have two lots and if they decide to apply for one and then they use the other one, the same owner, they could re-get the points for aggregation. But worst case scenario, they'd apply for two ROGOS.

Commissioner Kolhage: But I mean we have no guarantee that that's what is going to happen.

Christine Hurley: Exactly.

Commissioner Kolhage: I really can't support this because I don't like the precedent. This is leading us down a path that could undo what has been done over a long period of time.

Commissioner Carruthers: What's the reason that staff if supporting it?

Christine Hurley: Because we have no provisions in our regulations that address what happens under this situation. No one anticipated this kind of thing. Their ROGO is going to expire, they can't build it, it's a Tier three ...that was part of our review and without of any kind of regulation that says, "thou shalt not ever undo a lot aggregation even if you don't have your ROGO allocation fulfilled," we felt that it needed discussion by the Commission.

Commissioner Kolhage: So you're neutral?

Christine Hurley: Yeah, we struggled internally on what our staff recommendation was going to be. If this was not a Tier three we would not have even went down this path.

Commissioner Carruthers: It's an interesting ...that's an interesting aspect of this because you know, in a sense, I could see increasing density in Tier three and not allowing it in Tier one.

Christine Hurley: Yeah and also we didn't, let me just say we didn't view it as an increase we viewed it as giving them back what they originally had before they obtained the ROGO allocation because it is two platted lots that they then combined so they could get points so they could get one ROGO. But in reality it increases the potential number of ROGO demands.

Commissioner Kolhage: Sure, the reason why the points were given in the first place was because of the reduction in density. That's why there is a bonus.

Christine Hurley: Absolutely.

Commissioner Carruthers: So then you take the points away?

Christine Hurley: If you would approve this item there would just be again two vacant lots with no ROGO allocation and no aggregation they would just go back to their status.

Commissioner Carruthers: So then we are back to square one. So basically we are just turning back the clock here.

Mayor Neugent: So Christine, is this something that we need to do some more thinking on before we establish a precedence and you bring this back to us and say, "this is why we're doing it or this is why we're not doing it because of things that we have discussed at previous County Commissions and are in the works."

Commissioner Carruthers: Or do we have to make a decision on this particular case today given what code exists or does not exist today and craft code going forward?

Christine Hurley: That's more along the lines of what I was thinking.

Commissioner Kolhage: But it's still discretionary?

Christine Hurley: Absolutely the board can vote no and you can vote no and still tell us, "go write some code to make sure this doesn't happen again."

Commissioner Kolhage: I'd like to see you do two things, this is my opinion. I'd like the staff to look at two things. First of all, do we need to do something with an extension of time for those people who are caught up in the FEMA injunction process to be fair? And secondly, what can we do in a case like this where we can allow a subsequent purchaser to retain the ROGO bonus points in an effort to make it more desirable to keep the aggregation?

Christine Hurley: Can I ask the attorney something relative to that idea?

Commissioner Kolhage: Sure.

Christine Hurley: (faces attorneys) With the owner, of course, in agreement, could we revise the deed restriction to keep the aggregation but within that instrument since we don't have this in the code allow the County for the subsequent purchaser to reuse the points because that's the problem we have right now when they would reapply. So if we amended the restriction...

Bob Shillinger: You would essentially vest the owner of the property, whoever that is, and the subsequent owners to those points in the ROGO allocation. Yes, we could work up something on that.

Commissioner Carruthers: So in other words, you're talking about addressing the real problem with this property without de-aggregating the lots?

Christine Hurley: That's what Commissioner Kolhage is asking and I think that's what we would do if that's where the Commission wants to head today. You could table this item; we could communicate with that buyer and see if they would be willing to do that. You know if they're not, then I think you guys are being a little clear that you're not really in favor of this.

Commissioner Murphy: Move it to be tabled.

Mayor Neugent: Second.

Christine Hurley: For staff to work on?

Commissioner Kolhage: Yes.

Commissioner Murphy: Whatever Danny said.

Commissioner Carruthers: But also to work on a more comprehensive ...

Christine Hurley: So I think the motion is table this item, direct staff to communicate with the owner to see if they would be willing to amend the lot aggregation restrictive covenant, to include a provision that would allow the county to give a future buyer the aggregation points in ROGO, staff to evaluate and bring to Commission an analysis of the FEMA injunction timelines and see where most of those properties are with their expiration dates, and direct staff to work on land development code amendments to address this in policy for other ROGO allocation holders.

Mayor Neugent: This gentleman had something to say.

Steve Caputo: Hi, I'm Steve Caputo. On that lot, there's not a buyer...we're wanting to separate them and not pass on points. We have a permit now for the lots. We want to separate them.

Commissioner Murphy: What do you mean you have permits? For what?

Steve Caputo: A permit for a house with two lots.

Christine Hurley: That you're willing to give up...

Steve Caputo: We're willing to give up and go back to square one, the way they originally were.

Mayor Neugent: So you have a permit to build a house on one of those lots?

Steve Caputo: On both together.

Mayor Neugent: So did you benefit from the additional points to get the permit?

Steve Caputo: We did benefit but when we de-aggregate them we're going to lose our points and we're going to start from square one with what we originally had. Two lots, no points and go back through ROGO.

Commissioner Kolhage: But is it your intention to sell both of the individual lots?

Steve Caputo: At some point in the future, yes.

Commissioner Kolhage: See that's the problem.

Steve Cauputo: That's what we had originally was two lots, cleared lots in a neighborhood and we would like to build two houses now. Originally we wanted to build one but things have changed and now we want to build two.

Commissioner Kolhage: That's the issue for us with density. Now let me ask you a question. Do you think it would be easier for you to sell the combined lot if you could tell a potential purchaser that you're going to get kicked up in the ROGO process because you've got these points?

Steve Caputo: We have a permit. We have a permit now.

Commissioner Kolhage: Your seller or your buyer won't have a permit.

Steve Caputo: Why? We can build now.

Commissioner Carruthers: Why wouldn't they?

Commissioner Kolhage: For the combined lots. But if you sell them individually to two different...

Steve Caputo: We can't sell them individually.

Commissioner Carruthers: But if you separate them and sell them individually neither buyer is going to have a permit.

Steve Caputo: We understand that. They're not going to have a permit.

Commissioner Carruthers: But why would that be more of a benefit to potential buyers?

Steve Caputo: They're going to go back through ROGO.

Commissioner Kolhage: I don't see that's beneficial.

Commissioner Carruthers: I would think that would be more of a detriment.

Commissioner Murphy: I also see where somebody is using the system to get whatever benefit they want.

Steve Caputo: That's not true. We go back through ROGO and then we'll have two houses in the future, in the future.

Commissioner Murphy: You'll have two houses on two lots to sell as opposed to one.

Mayor Neugent: I would like to say I am giving you an opportunity to speak to this issue.

Steve Caputo: I don't think that's right about the points because I don't think you understood we already have a permit to build now if we would like to.

Mayor Neugent: Any further questions for Steve?... (no questions) Thanks Steve.

Christine Hurley: Well in light of the fact that I think he just said that he doesn't want to do the point... we need a revised motion I think.

Commissioner Murphy: I think so too. I made the motion to table. I'll rescind that motion.

Commissioner Carruthers: Do you need the second to be rescinded?

Commissioner Kolhage: We didn't pass that motion.

Mayor Neugent: No we have nothing at this point in time so...

Commissioner Murphy: I'll just take it back.

Mayor Neugent: Why do you take it back?

Commissioner Murphy: Because I don't think we need to table it. The information has changed.

Commissioner Carruthers: Because the solution or the problem that we thought we were solving with that tabling with that solution is not a problem to the property owner.

Commissioner Murphy: Make a motion to deny.

Commissioner Kolhage: I'm still going to make a motion to direct you to add up the other things we need you to do but that doesn't help this here.

Mayor Neugent: Okay let's deal with the item that's before us and do we have a motion...

Commissioner Murphy: I'll move to deny.

Commissioner Kolhage: Second.

Mayor Neugent: Motion and a second to deny and for discussion purposes I have to ask the question; is that preferable to tabling this until we get more information from Growth Management.

Christine Hurley: We don't really have any more information if the owner is not willing to do what was proposed. I mean the facts are still the same.

Mayor Neugent: Okay. I have a motion and a second. Is there any opposition?

Commissioner Kolhage: The other part of that motion, I'd like to remake that. You can say it again if you want to.

Christine Hurley: So the rest of the motion is for staff to process a land development code amendment to put policy into place related to people and the deed restrictions that we require for aggregation and other restrictive covenants, I think we should look at all of them and I know you do too, and that we also analyze the

FEMA injunction list and those expiration dates to determine where the people are within those time limits and how those are proceeding.

Commissioner Carruthers: That's just direction. You don't need a motion.

Commissioner Kolhage: Also do you want to think about a potential... in situations like this, although these people are not interested in it, a way to retain bonus points.

Christine Hurley: Oh the bonus points, yes. We can include that in our evaluation.

Commissioner Kolhage: I submit a motion Mr. Mayor.

Commissioner Carruthers: Second.

Mayor Neugent: Motion and a second. Any opposition, discussion? All done.

Comprehensive Plan Update - amendments to aggregation points to not allow properties to be de-aggregated but allow the retention and reuse of ROGO points.

the Upper and Lower ROGO sub-areas. Other criteria and corresponding points are allocated to encourage development to the most appropriate locations and discourage development from inappropriate locations.

In the Big Pine Key/No Name Key sub-area the annual maximum number of residential permit allocations that may be awarded in Tier I shall be no more than one (1) every 2 years. This provision is subject to the issuing of an updated USFWS Incidental Take Permit (ITP) and amended Habitat Conservation Plan (HCP)/Livable CommuniKeys Plan (LCP) to cover the properties within CBRS system units in the sub-area; as well as an amended FEMA Biological Opinion by USFWS to cover properties outside the CBRS system units in the sub-area. Until the ITP, HCP, Biological Opinion, and LCP are amended, a property owner attempting to develop his property may be granted an allocation through the ROGO process that may be used once that property owner obtains all required permits and authorizations required under the Endangered Species Act and other applicable federal and state laws. The allocation will remain valid so long as the applicant diligently and in good faith continues to work with USFWS to conclude the coordination and pick up a building permit.

Policy 101.~~5~~6.3
In order to encourage a compact form of non-residential growth, the Point System shall be primarily based on the Tier system of land classification as set forth under Goal 105. To discourage and limit further growth in Tier I designated areas, the Permit Allocation System shall limit and direct new non-residential development primarily to areas designated as Tier III under Goal 105, not ~~located within a~~ areas designated as a Special Protection Area (Tier III-A) and provide incentives for redevelopment of existing developed and vacant infill sites. Other criteria and corresponding points are available to encourage development to the most appropriate locations and discourage development from inappropriate locations. (See Policy 101.~~3~~4.1.) ~~[9J-5.006(3)(c)1]~~

Policy 101.~~5~~6.4
ROGO: Monroe County shall implement the residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification as set forth under Goal 105. The points are intended to be applied cumulatively. For all applications entering the Residential Permit Allocation system after July 13, 2016, the following points and criteria shall apply:

1. **Tier Designation -** Utilizing the Tier System for land classification ~~in Policy 105.2.1~~, the following points shall be assigned to allocation applications for proposed dwelling units in a manner that encourages development of infill in predominately developed areas with existing infrastructure and few sensitive environmental features and discourages development in areas with environmentally sensitive upland habitat which ~~must be acquired or~~ are targeted for acquisition and the retirement of development rights ~~retired~~ for resource conservation and protection.

Point Assignment:	*Criteria (Outside Big Pine- Key and No Name Key):*
~~+0~~	~~Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.~~
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] ~~outside of Big Pine Key or No Name Key.~~
~~+10~~	~~Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key].~~
~~+20~~	~~Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.~~
+20	Proposes development within areas designated Tier III ~~[Infill~~ A [Special Protection Area] ~~outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area~~.
+30	Proposes development within areas designated Tier III [Infill Area] ~~outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.~~.

Point Assignment	*Criteria (Within Big Pine Key and No Name Key):*
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Key
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key].
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan (HCP) and the Livable CommuniKeys Community Master Plan.

   Note: Habitat Conservation Plan for Florida Key Deer (*Odocoileus virginianus clavium*) and other Protected Species on Big Pine Key and No Name Key, Monroe County, Florida. Revised April 2005

Point Assignment:	*Criteria (Within Big Pine Key and No Name Key):*
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys ~~Marsh~~ marsh ~~Rabbit~~ rabbit habitat or buffer areas as designated in the ~~Community Master Plan.~~ HCP.
-10	Proposes development in Key Deer Corridor as designated in the ~~Community Master Plan.~~HCP.

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels ~~that~~which have sufficient upland to be buildable (min of 2,000 sq.ft. of uplands) but also contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

Point Assignment:	***Criteria:***
-3	Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following: 1. submerged lands 2. mangroves (excluding tidally inundated mangrove shoreline fringes) 3. salt ponds 4. fresh water wetlands 5. fresh water ponds 6. undisturbed salt marsh and buttonwood wetlands
-5	Tier III parcels adjacent or contiguous to Tier I properties and containing more than 50% of the following: 1. submerged lands 2. mangroves (excluding tidally inundated mangrove shoreline fringes) 3. salt ponds 4. fresh water wetlands 5. fresh water ponds 6. undisturbed salt marsh and buttonwood wetlands
Notes: **Adjacent** means land sharing a boundary with another parcel of land. An intervening road, right-of-way, or easement shall not destroy the adjacency of the two parcels, except for U.S. 1. **Contiguous** means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements. ***Subsection (3) applies to new applications for Tier III parcels entering the permit allocation system after January 13, 2013.*** (Ordinance 030-2012)	

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4.- ~~Lot~~ **Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density, for the retirement of development rights through aggregation of parcels and for the purpose of retirement of development rights through aggregation of legally platted buildable lots or parcels ~~within Tier II and Tier III areas~~.

Point Assignment:	***Criteria: (Outside Big Pine Key and No Name Key):*** [1, 2, 3, 4]
~~+3~~	~~Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.~~
+3 per lot/parcel aggregated	Each additional contiguous vacant, legally platted lot ~~or parcel with a minimum of 2,000 square feet of uplands~~ which is aggregated in a designated Tier I area outside of Big Pine Key and No Name Key will earn additional points as specified. Each additional contiguous vacant parcel with a minimum of 2,000 square feet of uplands which is aggregated in a designated Tier I area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
+4 per lot/parcel aggregated	Each additional contiguous vacant, legally platted lot ~~or parcel with a minimum of 2,000 square feet of uplands~~ which is aggregated in a designated Tier III-A (SPA) area outside of Big Pine Key and No Name Key ~~that meets the aforementioned requirements~~ will earn additional points as specified.~~*~~ Each additional contiguous vacant parcel with a minimum of 2,000 square feet of uplands which is aggregated in a designated Tier III-A (SPA) area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
~~+3~~+6 per lot/parcel aggregated	Each additional contiguous vacant, legally platted lot ~~or parcel with a minimum of 2,000 square feet of uplands~~ which is aggregated in a designated Tier ~~II or~~ III area ~~on~~outside of Big Pine Key and No Name Key ~~that meets the aforementioned requirements~~ will earn additional points as specified. Each additional contiguous vacant parcel with a minimum of 2,000 square feet of uplands which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.

[1] ***Applies to new applications entering the permit allocation system after July 13, 2016.***

[2] Any parcels aggregated shall require a restrictive covenant and shall be placed under a unity of title with the primary parcel. Clearing of upland native vegetation shall be limited to a maximum of 7,500 square feet (or as specified in Policy 101.5.27) for the primary and aggregated parcels combined, and the remainder of the parcels shall be placed under a conservation easement disallowing any clearing of native habitat.

[3] Within one (1) year after the adoption of the 2030 Comprehensive Plan, the County shall revise land development regulations to not allow the reversal of any lot aggregation used to assign extra

points to a ROGO application, whether executed by unity of title and/or restrictive covenant, and regardless of the status of the ROGO allocation award or associated building permit. In the event the dwelling unit was not constructed and the ROGO allocation award has expired, a subsequent ROGO allocation application on the same aggregated parcels will be assigned the same number of extra points originally assigned for the lot aggregation.

[4] For aggregation points a parcel must contain a minimum of 2,000 square feet of uplands. Platted lots shall not be subdivided or otherwise reconfigured in any manner that would allow the number of proposed lots to exceed the number of lots that lawfully existed as of September 15, 1986 and that were approved on the Plat.

~~*Exception: No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.~~

Point Assignment:	***Criteria (Within Big Pine Key and No Name Key):*** [1,2, 3, 4]
+3 per lot/parcel aggregated	Each additional contiguous vacant, legally platted lot ~~or parcel with a minimum of 2,000 square feet of uplands~~ which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key will earn additional points as specified. Each additional contiguous vacant parcel with a minimum of 2,000 square feet of uplands which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified
+4 per lot/parcel aggregated	Each additional contiguous vacant, legally platted lot ~~or parcel with a minimum of 2,000 square feet of uplands~~ which is aggregated in a designated Tier I area on Big Pine Key and No Name Key will earn additional points as specified. Each additional contiguous vacant parcel with a minimum of 2,000 square feet of uplands which is aggregated in a designated Tier I area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.

[1] ***Applies to new applications entering the permit allocation system after July 13, 2016.***

[2] Any parcels aggregated shall require a restrictive covenant and shall be placed under a unity of title with the primary parcel. Clearing of upland native vegetation shall be limited to a maximum of 7,500 square feet (or as specified in Policy 101.5.27) for the primary and aggregated parcels combined, and the remainder of the parcels and shall be placed under a conservation easement disallowing any clearing of native habitat.

3 Within one (1) year after the adoption of the 2030 Comprehensive Plan, the County shall revise land development regulations to disallow the reversal of any lot aggregation used to assign extra points to a ROGO application, whether executed by unity of title and/or restrictive covenant, and regardless of the status of the ROGO allocation award or associated building permit. In the event the dwelling unit was not constructed and the ROGO allocation award has expired, a subsequent ROGO allocation application on the same aggregated parcels will be assigned the same number of extra points originally assigned for the lot aggregation.

[4] For aggregation points a parcel must contain a minimum of 2,000 square feet of uplands.

Platted lots shall not be subdivided or otherwise reconfigured in any manner that would allow the number of proposed lots to exceed the number of lots that lawfully existed as of September 15, 1986 and that were approved on the Plat.

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes X No ____ Staff Contact /Phone #: Mitzi Crystal/ 289-2523

AGENDA ITEM WORDING: Approval of a resolution setting April 20, 2016, at the Marathon Government Center, Marathon for a public hearing for a proposed abandonment of a portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned plat.

ITEM BACKGROUND: The applicant has requested abandonment of a portion of the right-of-way at the terminus of Spanish Main Drive, as described above, in order to maintain the property. The portion of platted right-of-way of Spanish Main Drive ends at an L shape, bisecting the applicant's property. The applicant would like combine this area into his property and provide a usable turn around area. The applicant has provided agreements to construct a T-turnaround per Monroe County standards and relocate all utilities of the Florida Keys Aqueduct Authority.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Adoption of a resolution setting a public hearing on April 20, 2016 at the Marathon Government Center, Marathon, Florida.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney STW 3/7 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

RESOLUTION NO. ___-2016

A RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING CONCERNING THE PROPOSED ABANDONMENT OF A PORTION OF SPANISH MAIN DRIVE, CUTTHROAT HARBOR ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 60, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, ADJACENT TO LOTS 5, 6, & 7, BLOCK 19 OF THE AFOREMENTIONED PLAT.

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to renounce and disclaim any right of the County and the public in and to the hereinafter streets, alley-ways, roads or highways,

WHEREAS, under Chapter 336, Florida Statutes, it is necessary to hold a public hearing after publishing due notice of said hearing in accordance with said Chapter, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Board will hold a public hearing on **April 20, 2016, at the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida,** to determine whether or not the Board will renounce and disclaim any right of the County and the public in and to the following described streets, alley-ways, roads, or highways as delineated on the hereinafter described map or plat, to-wit:

"A portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned Plat, more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 7, Block 19 of CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, thence bear S60°00' 00" W along the Southerly right of way line of Spanish Main Drive, a 25' total right of way width per said Plat, for a distance of 28.87 feet to a point, said point being the Point of Beginning; thence continue along said Southerly right of way line S60°00'00"W for a distance of 78.30 to a point, said point being on the West right of way line of Spanish Main Drive per said plat; thence departing the said South right of way line, along said West right of way line North for a distance of 28.86 feet to a point, said point being on the North right of way line of Spanish Main Drive per said plat; thence departing said West right of way line along said North right of way line N60°00'00"E for a distance of 63.87 feet to the point of curvature of a curve concave Northwesterly, with a radius of 25.00 feet, and a delta of 60°00'00'; thence along said curve in a Northeasterly direction, for an arc length of 26.18 feet to the point of tangency, said point of tangency being on the West

right of way line of Spanish Main Drive per said plat; thence departing said curve, along said West right of way line extended to the South right of way line, South 43.30 feet back to the Point of Beginning, containing 1,991 square feet (0.04 acres), more or less."

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 23rd day of March, 2016.

Mayor Heather Carruthers	____
Mayor Pro Tem George Neugent	____
Commissioner Danny L. Kolhage	____
Commissioner Sylvia J. Murphy	____
Commissioner David Rice	____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor Heather Carruthers

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

By_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 3/7/16

MEMORANDUM

Monroe County Planning & Environmental Resources Department
We strive to be caring, professional and fair

To: Monroe County Board of County Commissioners

Through: Christine Hurley, AICP, Assistant County Administrator
Mayté Santamaria, Sr. Director of Planning & Environmental Resources

From: Mitzi Crystal, AICP, PTP, Transportation Planner

Date: February 29, 2016

Subject: *A public hearing to consider the approval of a resolution renouncing and disclaiming any right of the County and the public in and to a portion of the right-of-way of Spanish Main Drive on Cudjoe Key that is adjacent to Lots 5, 6, & 7, Block 19 of in Cutthroat Harbor Estates First Addition, as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida (File #2015-029)*

BOCC Meeting: **March 23, 2016 (set public hearing)**
April 20, 2016 (public hearing)

REQUEST:

The applicant, Richard E. Deegan, requests an abandonment of a portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned plat.

The applicant requests an abandonment of a portion of the right-of-way at the terminus of Spanish Main Drive, as described above, in order maintain the property. The terminus of platted right-of-way for Spanish Main Drive ends at an L shape, bisecting the petitioner's property. The applicant states the subject area frequently floods and is not used as a safe turn around. The petitioner requests the portion of a platted right-of-way for Spanish Main Drive, approximately .04 acres, be vacated to unify the petitioner's property.

The applicant has provided written agreements to construct a T-turnaround per Monroe County engineering standards and relocate all Florida Keys Aqueduct Authority utilities within the right of way at his expense.

Affected Property (outlined in yellow)
Proposed Abandonment

REVIEW OF APPLICATION:

The proposed abandonment portion is described as follows:

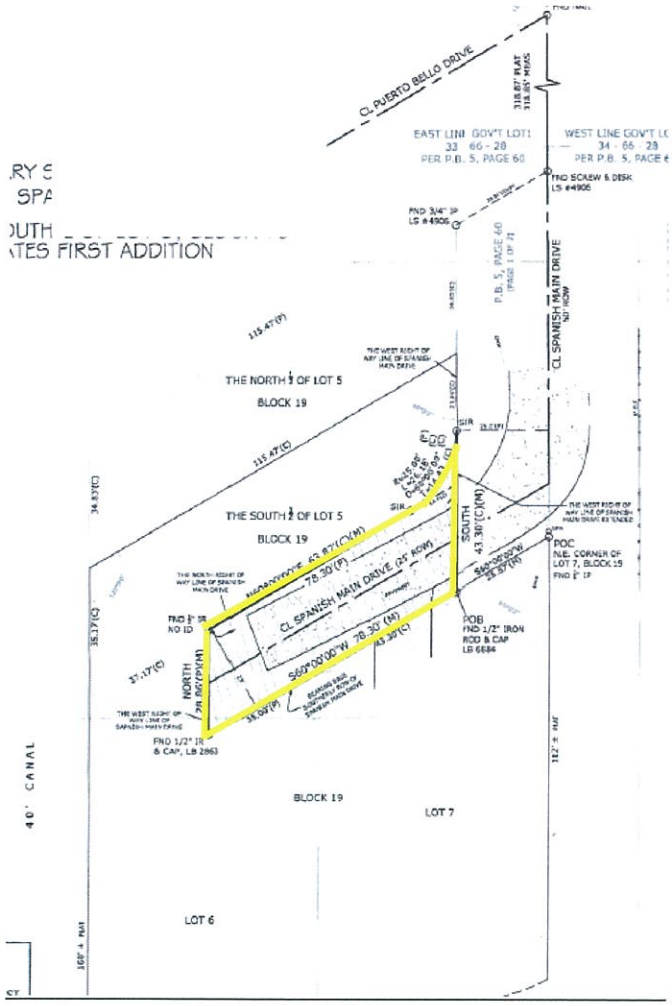
"A portion of Spanish Main Drive, Cutthroat Harbor Estates First Addition, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned Plat, more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 7, Block 19 of Cutthroat Harbor Estates First Addition, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, thence bear S60°00' 00" W along the Southerly right of way line of Spanish Main Drive, a 25' total right of way width per said Plat, for a distance of 28.87 feet to a point, said point being the Point of Beginning; thence continue along said Southerly right of way line S60°00'00"W for a distance of 78.30 to a point, said point being on the West right of way line of Spanish Main Drive per said plat; thence departing the said South right of way line, along said West right of way line North for a distance of 28.86 feet to a point, said point being on the North right of way line of Spanish Main Drive per said plat; thence departing said West right of way line along said North right of way line N60°00' 00"E for a distance of 63.87 feet to the point of curvature of a curve concave Northwesterly, with a radius of 25.00 feet, and a delta of 60°00'00'; thence along said curve in a Northeasterly direction, for an arc length of 26.18 feet to the point of tangency, said point of tangency being on the West right of way line of Spanish Main Drive per said plat; thence departing said curve, along said West right of way line extended to the South right of way line, South 43.30 feet back to the Point of Beginning, containing 1,991 square feet (0.04 acres), more or less."

The petitioner, Richard Deegan, is the owner of the only affected property (RE No. 00186840-000000). The portion of platted right-of-way for Spanish Main Drive ends at an L shape bisecting the petitioner's property. The petitioner has submitted a road abandonment petition in

order to eliminate a gap of ownership in the parcel and to maintain the area as his property. The petitioner has stated the area is prone to flooding as it is constructed does not provide a safe turn around as it requires people to back out into the main road.

The petitioner is the owner of the adjacent property (RE No. 00186840-000000) therefore a letter of no objection is required. The entirety of the proposed abandonment will revert to parcel RE No. 00186840-000000, as it is the only parcel abutting the subject right of way.



Proposed Abandoned (outlined in yellow)

This petition has been reviewed by County staff and written recommendations of no objection were received from the following private utilities and County departments:

Keys Energy Service, letter dated April 27, 2009
AT &T, letter dated April 23, 2009
Comcast, letter dated June 5, 2009
Monroe County Fire Marshal, letter dated August 10, 2015

Code Compliance, dated March 24, 2015
Monroe County Sheriff's Office, dated March 4, 2015

Letters of no objection with conditions were provided by Monroe County Engineering Services and Florida Keys Aqueduct Authority (FKAA).

Monroe County Engineering Services, dated March 2, 2015 requires the petitioner to construct a T-turnaround in accordance with engineering standards to provide for safe turnaround. The applicant has agreed to construct a T- turnaround at his expense per Monroe County engineering standards as provided in the Right of Way Abandonment Agreement for Turnaround Construction attached as part of this report. The agreement will be recorded and accepted by Monroe County as part of the abandonment resolution. The applicant has agreed to have plans designed and obtain a Monroe County permit to work within the right of way within 180 days of the approval of the right of way abandonment. Should the applicant fail to file for the permit as stated in the agreement the right of way will revert to Monroe County.

Florida Keys Aqueduct Authority (FKAA), letter dated August 04, 2015 requires the applicant to either provide an easement for existing utilities located in the subject right of way, which consists of a 4 in water main with flush out and a water meter or relocate said utilities. The applicant has agreed to relocate all FKAA existing utilities at his expense as provided in the Right of Way Abandonment Agreement for Utility Relocation attached as part of this report. The applicant will coordinate with Monroe County for a permit to work within the right of way and with FKAA for the required utility permit within 180 days of the approval of the right of way abandonment. The agreement will be recorded and accepted by Monroe County and FKAA as part of the abandonment resolution. Should the applicant fail to complete the utility relocation as stated in the agreement the right of way will revert to Monroe County.

Monroe County Code Section 19-1 - Abandonment of rights-of-way states:

(b) No dedicated and accepted right-of-way in the county shall be abandoned where:
(1) the right-of-way terminates on a body of open water; or
- **The platted, undeveloped right-of-way does not terminate on a body of open water.**

(2) the right-of-way provides access to the public to land on open water; or
- **The platted, undeveloped right-of-right does not provide access to the public to land on open water.**

(3) the abandonment would preclude a way for the public to maintain access to the water.
- **The abandonment would not preclude a way for the public to maintain access to water.**

(b) In all other cases of abandonment, no right-of-way shall be abandoned unless there is an agreement to do so by all affected property owners. For purposes of this subsection, an affected property owner is the owner of property which, if the right-of-way is abandoned, will:
(1) Have access that is currently used by that property owner eliminated;

- **The requested abandonment is for right-of-way that bisects the petitioner's property at the terminus of Spanish Main Drive. All adjacent properties will continue be accessed Spanish Main Drive. Property east of Spanish Main Drive will continue to be accessed via streets within the subdivision of Venture Out.**

(2) Have the only platted access eliminated;

- **The requested abandonment is for a portion of right-of-way at the end of Spanish Main Drive, which is not used for accessed by other properties.**

(3) Have the paved area adjacent to that property increased for turn-around purposes; or

- **A T-turnaround is required by Engineering Services given the location of the right of way abandonment. The applicant has agreed to construct the turnaround within the existing right of way at his expense.**

(4) Be increased in size.

- **The affected property increased in size by .04 acres, however there is no objection to this increase.**

(d) All right of way abandonments shall comply with the County Code and Standard Engineering requirements for road, turn-around and fire-rescue access. If required for safety purposes, as determined by either Fire Marshal or County Engineer, a dedicated turn-around area shall be shown on the submitted survey and shall be agreed to in writing and constructed with payment by the property owner(s) requesting abandonment.

- **No objections were given from Monroe County Fire Marshal, email dated August 10, 2015.**
- **Engineering Services, letter dated March 2, 2015 indicated a T-turnaround is required given the location of the right of way abandonment. The applicant has submitted an agreement to construct the required turnaround per Monroe County specifications at the applicant's expense. The agreement will be recorded and accepted by Monroe County as part of the abandonment resolution.**

(e) A right of way may be abandoned only at the terminal portion of the road and in its full width unless one of the following applies;

1. An adjacent lot owner has on the platted right-of-way or within a setback a substantial structure which predates the Special Session Law 59-1578 pertaining to maps, plats and right-of-way. The term "substantial structure" specifically does not include wood or metal fences, sheds or tiki huts or other items not listed which are accessory structures; or

2. The abandonment is requested by a County department or governmental agency for a public use; for purposes of this subsection public use is a public facility and/or public/private utility; or

3. The right of way area is unusual in size or shape and after abandonment the remaining right of way width will be the same on both sides of the abandonment as shown in Example 1.

- **The petitioner has requested the entire width of the right of way terminating at Spanish Main Drive to be abandoned; therefore this requirement does not apply.**

The requested abandonment, a portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned plat, meets the criteria cited above and is therefore suitable for abandonment.

RECOMMENDATION:
Staff recommends approval.

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist. 1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

Date: 2.10.15
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Road Abandonment
Type of application

Deegan, Richard E.
Project / Name to the Monroe County Planning Department.

Thank you.

Gail Creech

Planning Staff

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
FEB 10 2015
MONROE CO. PLANNING DEPT

Road Abandonment Petition

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review

Road Abandonment Application Fee: $1,533.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00

Date of Submittal: 02 / 09 / 15
Month Day Year

Property Owner / Petitioner:

RICHARD E. DEEGAN
Name

1082 SPANISH MAIN DR, CUDJOE KEY, FL 33042
Mailing Address (Street, City, State, Zip Code)

305-745-9834 (ALT 207 497 3433)
Daytime Phone

RICHARDDEEGAN@OUTLOOK.COM
Email Address

Agent (if applicable):

Name

Mailing Address (Street, City, State, Zip Code)

Daytime Phone

Email Address

Description of roadway to be abandoned:

DEAD END ROAD, NO TURN AROUND, FREQUENT FLOODING

Petitioners seek the abandonment for the following reasons:

ROAD SERVICES MY PROPERTY ONLY. I OWN ALL THREE SIDES OF PROPERTY TO BE ABANDONED. DRIVERS END UP ON PROPERTY LOOKING FOR A THROUGH ROAD AND MUST BACK OUT WHICH IS UNSAFE. ROAD FREQUENTLY FLOODS.

APPLICATION

Legal description of contiguous property in which the abandoned roadway would become part:
(If in metes and bounds, attach legal description on separate sheet)

19 | SOUTH 1/2 5 | CUDJOE HARBOR ESTATES FIRST ADDITION | CUDJOE
Block | Lot | Subdivision | Key (Island)

00186840-000000-33-66-28 | 1234824
Real Estate (RE) Number | Alternate Key Number

10825 SPANISH MAIN DR, CUDJOE KEY, FL 33042 | 23
Street Address (Street, City, State, Zip Code) | Approximate Mile Marker

Present use of the roadway to be abandoned: SERVES MY PROPERTY ONLY

Proposed use of the roadway to be abandoned: PRIVATE DRIVEWAY

Total land area of the roadway to be abandoned: 1,991 sq FEET (0.04 ACRES)

Please provide all reasons for why the county should grant the road abandonment (if necessary, attach additional sheets):

PROPOSD ABANDONMENT SERVES MY PROPERTY ONLY (I OWN ALL THREE SIDES). IT IS DEAD END WITH NO TURN AROUND CAUSING CARS + TRUCKS TO BACK OUT. PROPERTY FREQUENTLY FLOODS. I AM THE ONLY AFFECTED PROPERTY OWNER

Monroe County Code Section 19-1 - Abandonment of rights-of-way states:

(a) No dedicated and accepted right-of-way in the county shall be abandoned where:
  (1) the right-of-way terminates on a body of open water; or
  (2) the right-of-way provides access to the public to land on open water; or
  (3) the abandonment would preclude a way for the public to maintain access to the water.

(b) In all other cases of abandonment, no right-of-way shall be abandoned unless there is an agreement to do so by all affected property owners. For purposes of this subsection, an affected property owner is the owner of property which, if the right-of-way is abandoned, will:
  (1) Have access that is currently used by that property owner eliminated;
  (2) Have the only platted access eliminated;
  (3) Have the paved area adjacent to that property increased for turn-around purposes; or
  (4) Be increased in size.

(c) A road may be abandoned only at the terminal portion of the road and in its full width unless the abandonment will comply with the County Code requirements for road, turn-around, and fire-rescue access and one of the following circumstances exists:
  (1) An adjacent lot owner has on the platted right of way or within a setback a substantial structure which predates the Special Session Law 59-1578 pertaining to maps, plats and right of way. The term "substantial structure" specifically does not include wood or metal fences, sheds or tiki huts or other items not listed which are accessory structures.
  (2) The abandonment is requested by a County department or governmental agency for a public purpose.

(d) The board of county commissioners considers these a restriction on the rights of individuals who desire to abandon properties in accordance with F.S. § 336.09.

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- ☑ **Complete road abandonment application** (unaltered and unbound);
- ☑ **Correct fee** (check or money order to Monroe County Planning & Environmental Resources);
- ☑ **Legal description of the portion of the roadway to be abandoned in metes and bounds;**
- ☑ **Proof of ownership of the petitioner's property(s)** (i.e. Warranty Deed);
- ☑ **Current Property Record Card(s) from the Monroe County Property Appraiser for the petitioner's property;**
- ☑ **Location map** (i.e. copy of strip map, aerial photograph);
- ☑ **Photograph(s) of the roadway to be abandoned;**
- ☑ **Signed and Sealed Survey of roadway to be abandoned and all adjoining properties, prepared by a Florida registered surveyor – 12 sets** (At a minimum, survey should include a legal description of the roadway; elevations; location and dimensions of all existing structures, paved areas and utility structures; roadways and easements; and all bodies of water on the site and adjacent to the site. The portion of the roadway to be abandoned should be marked with diagonal lines and the petitioner's property should be clearly delineated);
- ☑ **Letters of "No Objection" from all utility companies** (Florida Keys Aqueduct Authority (FKAA); Florida Keys Electric Cooperative (FKEC) or Keys Energy Services; telephone utility, gas utility, cable utility, wastewater treatment authority, etc.);
- ☑ **Letters of "No Objection" from all affected property owners** (an affected property owner is a) one who would have a means of access to his or her property closed off as a result of the abandonment even though he or she may not actually use the right-of-way prior to abandonment or b) one whose property abuts the portion of the roadway to be abandoned);
- ☑ **IF A CUL-DE-SAC OR "T-TYPE" TURNAROUND IS REQUIRED** to be constructed, it will be the responsibility of the Petitioner, if the road to be abandoned will result in an existing rock or paved road being shortened. See Monroe County Code §9.5-296(p). Your petition should specifically state your agreement to construct either the cul-de-sac or "T-type" turnaround per County Standard Specifications and Details. (Should you need additional information regarding this matter, please contact the Monroe County Engineering Department directly by phoning (305) 292-4427).

If applicable, the following must be submitted in order to have a complete application submittal:

- ☐ **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

Petitioners agree to be responsible for and pay for all costs of advertising and recording fees incurred relative to this request for the abandonment. The filing of a petition does not entitle one to abandonment.

Petitioners further agree to grant any easement necessary for the furnishing of utilities, including without limitation, electric power, water, sewer, telephone, gas, cable and other electric communication services to the

same extent as is common within this area as to height, width and degree, upon request for such service or by the BOCC through its authorized agents. If easements are so required, copies of the executed documents will be provided to the County before the petition is presented to the BOCC.

Petitioners certify that the road to be abandoned does not end at open water or that, if it does, the road is not a dedicated and accepted right-of-way (including by operation of law due to construction or maintenance by the County).

We hereby petition the Honorable Board of County Commissioners to renounce and disclaim any right of the County and the public in and to the above-referenced street, alleyway, road or right-of-way as further depicted and described in the attachments.

By signing below, I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: Richard E. Deegan **Date:** 02-09-2015

Sworn before me this 6 day of February 2015

KAREN HAACK
Commission # EE 133458
Expires October 21, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

Doc# 1707046 08/07/2008 9:37AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and return to:

True Title Agency, Inc.
PO Box 420321
Summerland Key, FL 33042
File Number: **2008-206**

08/07/2008 9:37AM
DEED DOC STAMP CL: PW $6,562.50

Parcel Identification No. **00186840-000000**

[Space Above This Line For Recording Data] Doc# 1707046
Bk# 2375 Pg# 302

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 4 day of **August, 2008** between **John A. Kelly and Angela Kelly, husband and wife** whose post office address is **1082 Spanish Main Drive, Cudjoe Key, FL 33042** of the County of **Monroe**, State of **Florida**, grantor*, and **Richard E. Deegan, a single man** whose post office address is **PO Box 293, 101 Station Road, Beals, ME 04611** of the County of **Washington**, State of **Maine**, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County Florida**, to-wit:

Lots 6 & 7, Block 19, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida.

Subject to taxes for 2008 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Amy Charley — John A. Kelly (Seal)

Witness Name: Christina Renea Bellanger — Angela Kelly (Seal)

State of Florida
County of Citrus

The foregoing instrument was acknowledged before me this 1ST day of August, 2008 by John A. Kelly and Angela Kelly, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Amy Charley

My Commission Expires: Aug 03, 2010

AMY CHARLEY
Notary Public, State of Florida
Commission# DD581446
My comm. expires August 3, 2010

MONROE COUNTY
OFFICIAL RECORDS

DoubleTimee

Prepared By and Return To:
Chicago Title of the Florida Keys, Inc.
30646 Overseas Highway
Big Pine Key, Florida 33043

File No. 1499-410990041A

Property Appraiser's Parcel I.D. (folio) Number(s)
00186820-00000

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made and executed , by John A. Kelly and Angela Kelly Trustees of the John A. Kelly Trust and the Angela Kelly Trust, each possessing an undivided one-half interest hereinafter called the grantor, to Richard E. Deegan, whose post office address is 1082 Spanish Main Dr., Cudjoe Key, FL 33042, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in Monroe County, Florida, viz:

The South one-half of Lot 5, Block 19, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 5, Page 60 of the Public Records of Monroe County, Florida, more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of the said Lot 5, thence run South for a distance of 34.83 feet to the Point of Beginning; thence continue South for a distance of 21.06 feet to a point on a curve, said curve being concave to the Northwest and having for its elements a radius of 25.00 feet; a delta angle of 60°00'00" and an arc length of 26.18 feet to a point of tangent; thence bear S 60°00'00" W for a distance of 101.04 feet; thence bear North for a distance of 35.17 feet; thence bear N 60°00'00" E for a distance of 115.47 feet back to the Point of Beginning.

This is not the Grantor(s) Homestead.

subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

John A. Kelly, Trustee of the John A. Kelly Trust

Angela Kelly, Trustee of the Angela Kelly Trust

State of Florida
County of Monroe

Sworn to and subscribed before me this 4 day of March, 2009 by John A. Kelly and Angela Kelly Trustees of the John A. Kelly Trust and the Angela Kelly Trust, who is personally known to me or who has produced FL DL as identification.

Printed Name: Amy Dearing
Notary Public
My commission expires: 8-12-2011

AMY DEARING
Notary Public - State of Florida
My Commission Expires Aug 12, 2011
Commission # DD 704173
Bonded Through National Notary Assn.

Legend

- Highlighted Feature
- Real Estate Number
- Parcel Lot Text
- Dimension Text
- Block Text
- Point of Interest Text
- Hooks/Leads
- Lot Lines
- Easements
- Road Centerlines
- Water Names
- Parcels
- Shoreline
- Section Lines
- 2006 Aerials

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for *ad valorem tax purposes* only and should not be relied on for any other purpose.

Date Created: May 19, 2009 9:55 AM

Monroe County Property Record Card (124)

Alternate Key: 1238821 **Roll Year** 2015
Effective Date: 2/4/2015 9:03:22 AM **Run:** 02/04/2015 09:03 AM

DEEGAN,RICHARD E REVOCABLE TRUST OF 2012 3/28/2012

1082 SPANISH MAIN DR
SUMMERLAND KEY FL 33042-4327

Parcel 00186840-000000-33-66-28 **Nbhd** 311
Alt Key 1238821 **Mill Group** 100C
Affordable Housing No **PC** 0100
FEMA Injunction
Inspect Date Oct 28, 2013 **Next Review**
Business Name
Physical Addr 1082 SPANISH MAIN DR, CUDJOE KEY

Associated Names

Name	DBA	Role
DEEGAN, RICHARD E REVOCABLE TRUST OF 2012 3/28/2012		Owner

Legal Description

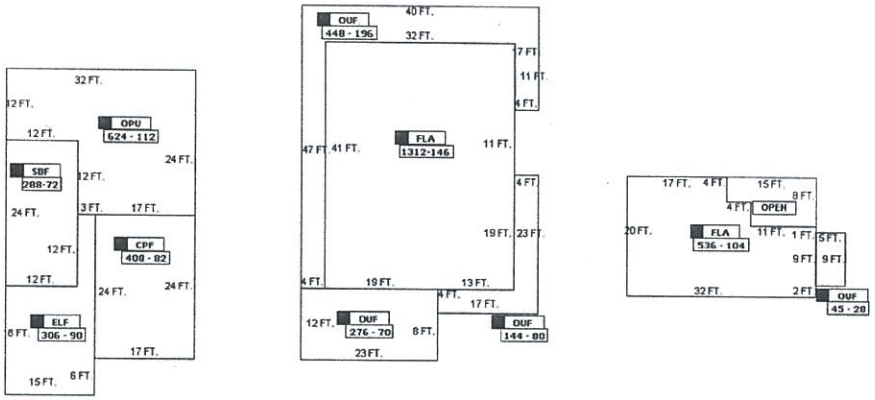
BK 19 S 1/2 LT 5 AND LTS 6 - 7 CUTTHROAT HARBOR ESTATES FIRST ADDN CUDJOE KEY PB5-60 OR370-743 OR393-1309 OR599-147 OR630-490 OR821-97/98 OR968-1483 OR989-520/21 OR1119-1469 OR1119-1470/71 OR1534-937 OR1641-583AFF OR1641-584 OR2375-302 OR2380-1410 OR2405-1171 OR2563-1908/09

Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
	M10C			No	3,483.00	SF	100.00			1.00	0.00	1.15		N		
26354	010W	0	0	Yes	7,250.00	SF	100.00		1.00	1.00	1.00	0.98		N		
	M1CW			Yes	9,025.00	SF	100.00			1.00	1.00	0.85		N		

Total Just Value

Building Sketch 11618



Building Characteristics

Building Nbr	1	**Building Type**	R1	**Perimeter**	250	**Functional Obs**	0.00
Effective Age	27	**Condition**	A	**Depreciation %**	0.33	**Economic Obs**	0.00
Grnd Floor Area	1,848	**Quality Grade**	500	**Year Built**	1987	**Special Arch**	0

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	4	**Roof Cover**	2	**Heat 1**	6	**Heat 2**	0	**Heat Src 1**	1	**Heat Src 2**	0	**Foundation**	6	**Bedrooms**	3
Extra Features:	**2 Fix Bath**	0	**4 Fix Bath**	0	**6 Fix Bath**	0	**Extra Fix**	1	**Vacuum**	0	**Security**	0	**Garbage Disposal**	0	
	3 Fix Bath	1	**5 Fix Bath**	0	**7 Fix Bath**	0	**Dishwasher**	0	**Intercom**	0	**Fireplaces**	0	**Compactor**	0	

Sections

Type	Number	Exterior Wall Type	# Stories	Year Built	Attic	A/C	Basement %	Finished Bsmt %	Area	Sketch ID	SOH %
SBF	1	12:ABOVE AVERAGE WOOD	1	1996	N		0.00	0.00	288	001	100.00
OUF	10	:	1	1987					45	016	100.00
FLA	2	12:ABOVE AVERAGE WOOD	1	1987	N	Y	0.00	0.00	1,312	005	100.00
ELF	3	:	1	1987					306	009	100.00

CPF	4	:	1	1987		408	010	100.00
OPU	5	:	1	1987		624	011	100.00
OUF	6	:	1	1987		276	012	100.00
OUF	7	:	1	1987		448	013	100.00
OUF	8	:	1	1987		144	014	100.00
FLA	9	12:ABOVE AVERAGE WOOD	1	1987	Y	536	015	100.00

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	SOH %	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
6	FN2:FENCES	400	SF	100.00	100	4	1997	1998	2	30		
5	PT2:BRICK PATIO	2,071	SF	100.00	0	0	1995	1996	2	50		
4	PO3:RES POOL GNIT	377	SF	100.00	29	13	1994	1995	4	40		
3	PT3:PATIO	123	SF	100.00	0	0	1994	1995	2	50		
2	FN2:FENCES	64	SF	100.00	4	16	1991	1992	5	30		
1	DK4:WOOD DOCKS	192	SF	100.00	12	16	1989	1990	1	40		
9	PT3:PATIO	569	SF	100.00			1995	2009	2	50		
8	PT2:BRICK PATIO	561	SF	100.00	33	17	1996	2009	4	50		
7	RW2:RETAINING WALL	77	SF	100.00	77	1	1995	2009	1	50		
										Total Depreciated Value		

Appraiser Notes

SOUTH 1/2 LT 5 BK 19 (RE 00186820-000000 AK 1238805) HAS NOW BEEN COMBINED WITH THIS PARCEL PER THE OWNER'S REQUEST. DONE FOR THE 2010 TAX ROLL. (2/16/2010 SCJ)

2002-03-15 CHANGED THE QG FROM 600 TO 450 AND THE EEF AGE FROM 1 TO 2 FOR THE 2002 TAX ROLL. SKI/DMJ

LT 6 (RE00186830-000000 AK 1238813) HAS NOW BEEN COMBINED WITH THIS PARCEL PER OWNER'S REQUEST, DONE FOR THE 2007 TR 3/01/07 (JDC)

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	A-16056	Sep 1 1986 12:00AM	Nov 1 1987 12:00AM	115,610	Residential	SFR
	A-16779	Jan 1 1987 12:00AM	Nov 1 1987 12:00AM	750		RIPRAP
	A-17475	Jun 1 1987 12:00AM	Nov 1 1987 12:00AM	1,200		SLAB
	A-17473	Apr 1 1987 12:00AM	Nov 1 1987 12:00AM	4,000		ENCLOSURE
	98-0503	Apr 1 1998 12:00AM	Aug 12 1998 12:00AM	12,780		ROOFING
	96-0496	Apr 1 1996 12:00AM	Nov 1 1996 12:00AM	6,300		DRIVEWAY
	95-0532	May 1 1995 12:00AM	Nov 1 1995 12:00AM	15,000		POOL & SPA
	99/0816	Mar 19 1999 12:00AM	Jan 1 2002 12:00AM	9,695		HURRICANE SHUTTERS
	07100137	Jan 17 2007 12:00AM	Jul 31 2007 12:00AM	10,000		STAIRS

Value History

Tax Year	Val Meth	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Sr Ex	Tax Value
2014F	C	573,974	0	182,264	33,138	789,376	683,930	25,500	N	658,430
2013F	C	574,389	0	235,871	34,301	844,561	673,823	25,500	N	648,323
2012F	C	385,615	0	241,231	35,713	662,559	662,559	25,500	N	637,059
2011F	C	405,765	0	238,551	36,891	681,207	681,207	25,500	N	655,707
2010F	O	620,279	0	243,912	38,303	902,494	902,494	25,500	N	876,994
2009F	C	554,793	0	273,926	39,486	868,205	868,205	25,000	N	843,205
2008F	C	705,750	0	240,558	35,232	981,540	342,378	25,000	N	317,378
2007F	O	832,250	0	255,701	31,486	1,119,437	332,406	25,000	N	307,406
2006F	C	471,250	0	285,959	32,379	789,588	284,261	25,000	N	259,261
2005F	C	452,400	0	547,052	33,326	1,032,778	275,982	25,000	N	250,982
2004F	C	243,600		222,937	34,419	500,956	267,944	25,000	N	242,944
2003F	C	69,600		278,671	35,328	383,599	262,948	25,000		237,948
2002F	C	69,600		170,998	36,459	277,057	256,786	25,000		231,786
2001F	C	69,600		243,710	37,368	350,678	252,743	25,000		227,743
2000F	C	27,840		243,710	23,555	295,105	245,382	25,000		220,382
1999F	C	27,840		228,940	22,667	279,447	238,931	25,000		213,931
1998F	C	27,840		208,697	19,287	255,824	235,169	25,000		210,169
1997F	C	27,840		208,697	19,724	256,260	231,238	25,000		206,238
1996F	C	27,840		200,526	13,029	241,395	218,385	25,000		193,385
1995F	C	27,840		189,004	745	217,588	211,300	25,000		186,300
1994F	C	27,840		177,191	714	205,745	205,745	25,000		180,745
1993F	C	27,840		156,346	0	184,186	184,186	25,000		159,186
1992F	C	27,840		156,346	0	184,186	184,186	25,000		159,186
1991F	C	27,840		156,346	0	184,186	184,186	25,000		159,186
1990F	C	27,840		156,346	0	184,186	184,186	25,000		159,186
1989F	C	37,236		129,591	0	166,827	166,827	25,000		141,827
1988F	C	32,712		123,565	0	156,277	156,277	25,000		131,277
1987F	C	22,620		0	0	22,620	22,620	0		22,620
1986F	C	20,532		0	0	20,532	20,532	0		20,532
1985F	C	20,393		0	0	20,393	20,393	0		20,393
1984F	C	20,393		0	0	20,393	20,393	0		20,393

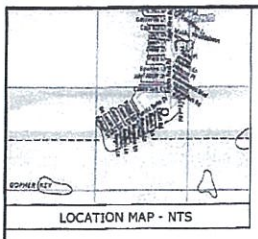
1983F	C	20,393	0	0	20,393	20,393	0	20,393
1982F	C	16,061	0	0	16,061	16,061	0	16,061

Sales History

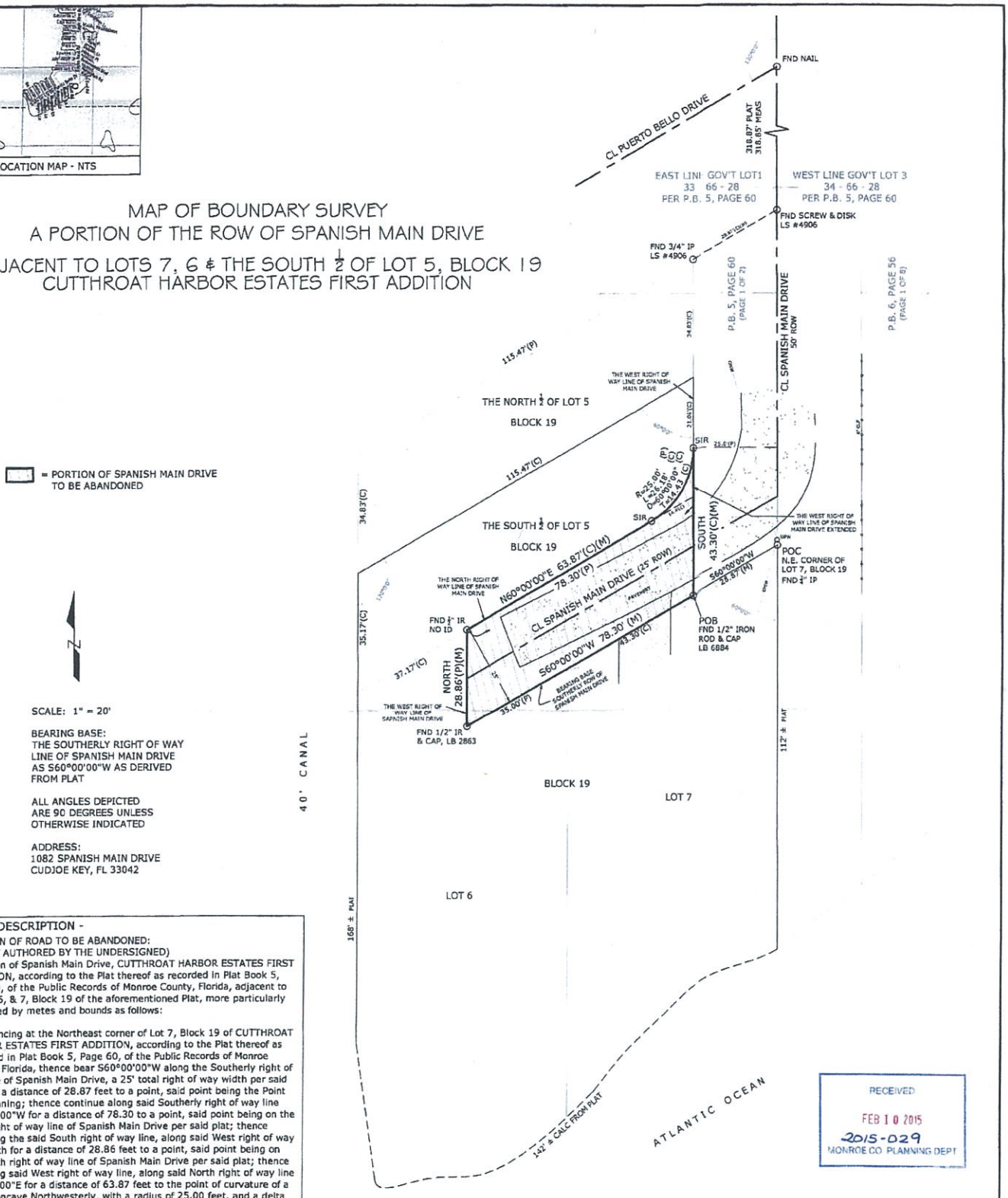
Book	Page	Sale Date	Instrument	Transfer Code	Q/ U	Vacant	Sale Price
393	1309	6/1/1978	Conversion Code	0	Q	V	11,000
821	97	11/1/1980	Warranty Deed	0	Q	V	25,000
2375	302	8/4/2008	Warranty Deed	0	Q	I	937,500
2563	1908	3/28/2012	Warranty Deed	0	11	I	100

Exemptions

Code	Description	Value	Year	Renewal	%	Amount Applied
39	25000 HOMESTEAD	25,000	2009	1	100.00	
44	ADDL HOMESTEAD	25,000	2009	1	100.00	
35	DISABILITY 500 CIVILIAN	500	2010	1	100.00	



MAP OF BOUNDARY SURVEY
A PORTION OF THE ROW OF SPANISH MAIN DRIVE
ADJACENT TO LOTS 7, 6 & THE SOUTH ½ OF LOT 5, BLOCK 19 CUTTHROAT HARBOR ESTATES FIRST ADDITION



= PORTION OF SPANISH MAIN DRIVE TO BE ABANDONED

N

SCALE: 1" = 20'

BEARING BASE:
THE SOUTHERLY RIGHT OF WAY LINE OF SPANISH MAIN DRIVE AS S60°00'00"W AS DERIVED FROM PLAT

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ADDRESS:
1082 SPANISH MAIN DRIVE
CUDJOE KEY, FL 33042

RECEIVED
FEB 10 2015
2015-029
MONROE CO. PLANNING DEPT

LEGAL DESCRIPTION -

PORTION OF ROAD TO BE ABANDONED:
(NEWLY AUTHORED BY THE UNDERSIGNED)
A portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned Plat, more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 7, Block 19 of CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, thence bear S60°00'00"W along the Southerly right of way line of Spanish Main Drive, a 25' total right of way width per said Plat, for a distance of 28.87 feet to a point, said point being the Point of Beginning; thence continue along said Southerly right of way line S60°00'00"W for a distance of 78.30 to a point, said point being on the West right of way line of Spanish Main Drive per said plat; thence departing the said South right of way line, along said West right of way line North for a distance of 28.86 feet to a point, said point being on the North right of way line of Spanish Main Drive per said plat; thence departing said West right of way line, along said North right of way line N60°00'00"E for a distance of 63.87 feet to the point of curvature of a curve concave Northwesterly, with a radius of 25.00 feet, and a delta of 60°00'00"; thence along said curve in a Northeasterly direction, for an arc length of 26.18 feet to the point of tangency, said point of tangency being on the West right of way line of Spanish Main Drive per said plat; thence departing said curve, along said West right of way line extended to the South right of way line, South 43.30 feet back to the Point of Beginning, containing 1,991 square feet (0.04 acres), more or less.

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE, PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

CERTIFIED TO -
RICHARD DEEGAN

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C & G = CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CL = CENTERLINE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COVD = COVERED
DELTA = CENTRAL ANGLE
DRAIN = DRAINAGE EASEMENT
EL = ELEVATION
ENCL = ENCLOSURE
EOP = EDGE OF PAVEMENT
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FI = FENCE ENDS/BE
FND = FOUND
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
GM = GUY WIRE
HB = HOSE BIB
IP = IRON PIPE
IR = IRON ROD
L = ARC LENGTH
LS = LANDSCAPING
MB = MAILBOX
MEAS = MEASURED
MHW, = MEAN HIGH WATER LINE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OHW = OVERHEAD WIRES
PC = POINT OF CURVE
PM = PARKING METER
POC = POINT OF COMPOUND CURVE
POP = PERMANENT CONTROL POINT
PK = PARKER KALON NAIL
POB = POINT OF BEGINNING
PI = POINT OF INTERSECTION
PCC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
ROL = ROOF OVERHANG LINE
ROW = RIGHT OF WAY
ROWL = RIGHT OF WAY LINE
SIR = SET 1/2" IRON ROD & CAP, LB 7646
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TOE = TOE OF SLOPE
TS = TRAFFIC SIGN
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UPC = CONCRETE UTILITY POLE
UPW = WOOD UTILITY POLE
WD = WOOD DECK
WDF = WOOD FENCE
WL = WOOD LANDING
WM = WATER METER
WMACR LINE = LINE OF DEBRIS ON SHORE
WV = WATER VALVE

SCALE:	1"=20'
FIELD WORK DATE	01/18/15
REVISION DATE	-/-/-
SHEET	1 OF 1
DRAWN BY:	KK
CHECKED BY:	RR
INVOICE NO.:	14120108

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE PROFESSIONAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT: FORM 9, SUBPARAGRAPH 2(B) 1(SETBACKS), 2(B)2(ENCROACHMENTS), & 2(B)4(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED
ROBERT E. REECE, PSM #5432, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

AT&T Florida
650 United ST
Key West, FL 33040

T: 305.296.9078
F: 305.294.4062
www.att.com
cb3138@att.com

April 23, 2009

Mr. Richard Deegan
1082 Spanish Main Dr
Cudjoe Key, FL 33042

Subject: ***Abandonment of Road Right of Way located at Lot 6 & 7, block 19 of Cutthroat Harbor Estates 1st Edition, Cudjoe Key, Monroe County, Florida, as described in Docket 1707046, Book 2375, Page 304 excluding any easement dedicated specifically to Bellsouth Telecommunications, Inc d.b.a. AT&T Florida***

To Mr. Deegan:

Our engineering department has reviewed the above referenced request. Presently, AT&T Florida has neither existing facilities nor plans to construct facilities along the area in question. AT&T Florida has no objections to the abandonment of the above referenced Right of Way.

If further assistance is needed, please do not hesitate to call, **Christopher Bracey**, at **(305) 296-9078**.

Thank You,

Bernie Macias
Director – Construction & Engineering

Proud Sponsor of the U.S. Olympic Team

(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

April 27, 2009

Mr. Richard Deegan
1082 Spanishmain Dr.
Cudjoe Key, Florida 33042

RE: Road Abandonment

Dear Mr. Deegan:

Keys Energy Services has no objection to the proposed abandonment as per the attached survey.

If you have any questions, please feel free to contact me at (305) 295-1052.

Sincerely,

Catherine Peace
Engineering Field Representative
Catherine.Peace@KeysEnergy.com

CP/ba

c:
L. Tejeda General Manager & CEO
J. Wetzler, Asst. General Manage and CFO
D. Finigan, Director of Engineering/Control Center
D. Price, Director of T&D
M. Alfonso, Supervisor of Engineering
FILE: CUS-200

Florida Keys
Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com

David C. Ritz
Chairman
Key Largo

Elena Z. Herrera
Vice-Chairman
Rockland Key

Rose M. Dell
Secretary/Treasurer
Big Pine Key

J. Robert Dean
Key West

Antoinette M. Appell
Marathon

James C. Reynolds
Executive Director

May 29, 2009

Richard E. Deegan
1082 Spanish Main Dr.
Cudjoe Key, FL 33042

RE: Abandonment of a portion of Spanish Main Drive that separates Lot 5,6,&7, Blk. 19 and extends to the centerline of Spanish Main Drive, Cutthroat Harbor Estates.

Dear Mr. Deegan:

The FKAA Board of Directors approved at the May 28, 2009 meeting, the above referenced project.

Pursuant to your request for the partial abandonment of the above-reference property, staff has researched your request and have no objection since the owner has agreed to convey an easement for the entire roadway as platted and pay the $500.00 front footage and flush-out fee due for Lot 6.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Jolynn Cates-Reynolds, P.E.
Water Quality Engineer

JCR/cma

cc: Kirk Zuelch, General Counsel
Roy Coley, Director of Operations Dept.
Monroe County Building Department

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

RECEIVED
AUG 12 2015
2015-029
MONROE CO. PLANNING DEPT.

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Melva G. Wagner
Secretary/Treasurer
District 2

Cara Higgins
District 1

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

August 4, 2015

Richard Deegan
1082 Spanish Main Drive
Cudjoe Key, FL 33042

RE: Abandon a portion of Spanish Main Drive in Cudjoe Key, FL

Dear Mr. Deegan

The FKAA Board of Directors approved at the July 29, 2015 meeting, the above referenced project

Pursuant to your request, staff has researched your request and the FKAA have no objection to the abandonment of the portion of Spanish Main Drive in Cudjoe Key, FL .

FKAA has a 4-inch water main with flush-out and water meter located within the location of the requested abandonment. The owner has agreed to pay for utilities to be relocated at their expense. Work will require a Utility Permit prior to performing any work on FKAA utilities.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Marnie Walkerson
Distribution Design Supervisor

MW/cma

C: Robert Feldman, General Counsel
Tom Morgan, Operations Department Manager
Key West Customer Service Office
Monroe County Building Department

Comcast Cable
1010 Kennedy Drive.
Suite 200
Key West, FL 33040

June 5, 2009

Richard E. Deegan
1082 Spainish Main Drive
Cudjoe Key, Florida 33042

RE: Road Abandonment
Spanish Main Drive
Cudjoe Key, Florida 33042

Dear Mr. Richard E. Deegan:

Comcast has no objections to the abandonment of a portion of Spanish Main Drive, adjacent to Lots 7,6 and the south ½ of Lot 5 Block 19 Cutthroat Harbor Estates First addition.

If you have any questions of are in need of further information please contact me at 305-809-1255.

Sincerely,

Greg Daniels
Lead Construction Technician
Comcast Cable, Florida Keys

Engineering Department
MEMORANDUM

To: Gail Creech, Planning Commission Coordinator

From: Judy Clarke, P.E., Director of Engineering Services

Date: March 2, 2015

Re: File # 2015-029, Richard Deegan Road Abandonment Petition

---

I have reviewed the above referenced petition for abandonment of a portion of Spanish Main Drive. Engineering Department does not object to the proposed abandonment; however, the petitioner must construct a T-turnaround in accordance with the Public Works Manual Detail R 5.0 at the end of Spanish Main Drive.

If you should have any questions or need any additional information, please feel free to contact me by telephone at 305-295-4329 or by email at clarke-judith@monroecounty-fl.gov.

County of Monroe
The Florida Keys

OFFICE OF THE FIRE MARSHAL
490 63rd Street Ocean
Marathon, FL 33050
305-289-6368 – Phone
305-289-6369 – Fax

BOARD OF COUNTY COMMISSIONERS
Mayor Danny L. Kolhage, District 1
Mayor Pro Tem Heather Carruthers, District 3
George Neugent, District 2
David Rice, District 4
Sylvia J. Murphy, District 5

August 10, 2015

Re: Road abandonment

Mitzi Crystal;

The Monroe County Fire Marshal's Office has no objections to the road abandonment for #2015-029 Deegan, and #2014-118 Kelly
If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Tim Leonard
Deputy Fire Marshal
Monroe County Fire Rescue

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

To: Gail Creech, Planning Commission Coordinator

Fr: Capt. Don Hiller

Date: March 04, 2015

Re: Road abandonment Petition for Deegan, Richard... File # 2015-029

I have reviewed the petition for road abandonment for the above described location. It appears that this land was once plotted to be a road or alley but was never developed as such. It is not a road. The property in question is bordered on 3 sides by the petitioners other parcels of land. Ingress/egress is not an issue. There is not going to be an issue with additional traffic or hazards to the neighborhood.

The Monroe County Sheriff's Office has no objections to the abandonment of this land.

Please feel free to contact me if you have further questions.

MEMORANDUM
MONROE COUNTY GROWTH MANAGEMENT DIVISION
CODE COMPLIANCE
We strive to be caring, professional and fair

TO: Townsley Schwab, Planning Director

FROM: Ronda L. Norman, Sr. Director, Code Compliance

DATE: March 24, 2015

RE: Road Abandonment for Deegan- File#2015-029

An inspection of the right of way/ property in question, was conducted and no concerns were noted by Code Compliance.

Code Compliance has no objections to the road abandonment at this time.

If you have any questions, please feel free to contact me.

Return to:
Monroe County
Monroe County Planning & Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Prepared by:

---------- Space Above This Line For Recording ----------

RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR TURNAROUND CONSTRUCTION

This Agreement entered into this 12th day of Nov, 2015 by Richard E Deegan PETITIONER PROPERTY OWNER (hereinafter "PETITIONER").

WHEREAS, Monroe County Code (hereinafter "Code") Section 19-1 authorizes, in certain circumstances, abandonment of a County right-of-way; and

WHEREAS, Code Section 19-1 provides that such right-of-way abandonments must comply with all applicable Code requirements for road, turn-around, and fire-rescue access; and

WHEREAS, Code Section 114-7(p) provides as follows: "*Dead-end streets, designed to be so permanently, shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 70 feet, and a street property line diameter of at least 100 feet, or may be provided with a "T" type turnaround as may be approved per "Standard Specifications and Details of Monroe County" by the department of planning.*"; and

WHEREAS, Monroe County ,finds the PETITIONER must construct a T-turnaround in accordance with the *Public Works Manual Standard Specifications and Details of Monroe County Division (inclusive of Road Specification Section B-2) and T-Turnaround Detail R-5* at the terminus of Spanish Main Drive, adjacent to Lots 5, 6, & 7, Block 19 Of Cutthroat Harbor Estates First Addition, according to the plat thereof as recorded in Plat Book 5, Page 60, of the public records of Monroe County, Florida, and

WHEREAS, the PETITIONER hereby covenants with the County, by this duly executed and recorded Agreement, that all construction and development of such T-type turnaround shall be the sole responsibility of the PETITIONER; and

NOW, THEREFORE, for and in consideration of the sum of TEN and 00/100 DOLLARS ($10.00), and as an inducement to the County for the approval of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged and attested to by all parties hereto, the PETITIONER agrees and covenants as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and

2. The PETITIONER desires to construct such a T-type turnaround pursuant to the aforesaid Code provision(s), at that certain below-described real property:

County Right of Way: Terminus of Spanish Main Drive

Parcel(s)/Lot(s): Lots 5, 6 & 7 Block: 19

Subdivision: Cutthroat Harbor Estates, First Addition

Key: Cudjoe Plat Book: 5 Page: 60

Real Estate Number(s): 00186840-000000; and

3. The PETITIONER agrees to construct said T-type turnaround in accordance with 1983 *Public Works Manual Standard Specifications and Details of Monroe County Division (inclusive of Road Specification Section B-2) and T-Turnaround Detail R-5*, as attached in Exhibit "A." The PETITIONER shall install said T-type turnaround in accordance with the terms of the right-of-way permit issued by the Monroe County Engineering Department and shall submit the proposed location(s)/site(s) of such turnaround as part of its the right-of-way permit application, which shall be subject to compliance and sufficiency review by the County separate and apart from the authorization(s) conferred pursuant to this Agreement; and

4. All notices, consents, approvals, or other communications to the County hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources
Attn: Planning Director
2798 Overseas Highway, Suite 400Marathon, FL 33050

5. Any and all construction(s) or interpretation(s) of the Monroe County Code shall be deferred in favor of the County and such construction and interpretation shall be entitled to great weight on trial and on appeal; and

6. **RECORDATION**. The PETITIONER hereby agrees to and shall, once executed by both parties, record this Agreement with the Monroe County Clerk of Court and in the Public Records of Monroe County at the same time as the road abandonment is recorded, and shall solely pay any and all costs associated with such recordation; and

7. **AMENDMENT OR MODIFICATION**. No amendment(s) or modification(s) to this Agreement is/are effective unless the County agrees, consents, and joints in writing thereto. The undersigned PETITIONER shall record any such amendment(s) or modification(s) to this Agreement, and shall solely pay any and all costs and expenses associated with the recordation of any such amendment(s) and modification(s); and

8. **LIMITATION OF LIABILITY**. The PETITIONER hereby expressly waives its rights to a jury trial and any rights it may have to bring a claim against the County for personal damage or injury, or damage or injury to property, that is allegedly caused by the negligent action or inaction of the County or an employee or agent of the County arising from or caused by the County's authorization(s), activity(ies), or inactivity related to this Agreement, further holds the County harmless from the claims of all persons for action(s), inaction(s), activity(ies), damage(s), expense(s), and loss(es) occurring on the above-described property and location(s)/site(s) therein, and the PETITIONER shall be solely responsible and liable for and to any and all parties who engage in or otherwise perform work relating to said construction/development of the above-described and below-described T-turnaround, and the County shall in no way be either responsible or liable for any injury caused by the tools, materials, or equipment used by the PETITIONER, its employees or agents, or used by the PETITIONER's Contractor(s), or its employees or agents; and

9. **INDEMNIFICATION**. The PETITIONER hereby agrees to indemnify and defend the County and its commissioners, officers, employees, and agents, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by or property interest(s) held by Monroe County) and any other losses, damages, and expenses (including attorney's fees), arising from any injury or damage in connection with this Agreement; and

10. **PAYMENT**. The PETITIONER is and shall be solely responsible for all costs incurred in the carrying out of such the T-type turnaround project construction/development. It is hereby understood by the parties that the County shall incur no cost for or in relation to such project construction/development. It is further hereby understood that there are no third-party beneficiaries to this Agreement, and that no Contractor or Sub-Contractor, or any other person or entity, shall look to County for payment related to such project construction/development; and

11. **COMPLIANCE WITH LAWS**. The PETITIONER shall comply with all Articles of Incorporation, Bylaws, laws, ordinances, and governmental rules and regulations that apply to this Agreement and to its activities on and at the above-described real property location(s)/site(s). The PETITIONER shall obtain all necessary permits, approvals, inspections, and authorization as may be required by such Articles of Incorporation, Bylaws, and local, state, and federal governments and agencies; and

12. **JURISDICTION AND VENUE**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. This Agreement shall not be subject to arbitration. If the County brings an action to enforce the provisions, restrictions, or terms contained herein and prevails in any such action, on trial or appeal, the County shall be entitled to reasonable attorney's fees to be paid by the losing party(ies), at figures fixed by the court, as well as the reasonable cost(s) of restoring such land to the natural vegetative and hydrologic condition existing at the time of execution and recordation of this Agreement. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under Chapter 162, 373, and 403, Florida Statutes, and any other action at law or in equity; and

13. **TERMINATION/REVOCATION OF RIGHT OF WAY ABANDONMENT**. The PETITIONER hereby agrees to have plans complete and obtain a right of way permit for construction of such T-type turnaround in accordance with the requirements contained in the *Public Works Manual Standard Specifications and Details of Monroe County* within one-hundred eighty (180) days of the effective date of the County's approval of the corresponding petition for right-of-way abandonment. If the PETITIONER fails to so construct such T-type turnaround in accordance with the *Public Works Manual Standard Specifications and Details of Monroe County Division(, inclusive of) B-2 and R-5*, or fails to so construct such T-type turnaround within one hundred eighty days after issuance of the right of way permit, said previously abandoned right-of-way shall immediately revert back to the County. Nothing contained herein shall be construed to prohibit, limit, or otherwise restrict the County's authority to terminate this Agreement, a duly approved right-of-way abandonment petition, a right-of-way permit, or any other permit(s), approval(s), or inspection(s) corresponding to this Agreement or its corresponding right-of-way abandonment petition, pursuant to applicable provisions of the Monroe County Code and/or the permit(s) applied for or issued pursuant to this Agreement; and

14. **ENFORCEMENT**. In the event of any breach or violation of the restrictions or terms contained herein, the County shall, without liability to the County, have the right to unilaterally and without notice terminate this Agreement, and to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and may enforce this Agreement by emergency, preliminary, and permanent injunction, including ex parte action and motion for such injunction(s), it being agreed that the County would have no adequate remedy at law, or such other legal method as the County deems appropriate. Uncured breach of violation of this Agreement by the PETITIONER shall, without any additional notice beyond this Agreement's recordation, entitle the County to immediately suspend and/or rescind, without liability to the County, development applications and pending permits, approvals, or inspections relating to this Agreement, except for those permits, approvals, or inspections necessary to cure such breach or violation. The PETITIONER hereby agrees to and shall pay for all costs associated with the County's enforcement action(s). Such County enforcement shall be at the County's discretion. Failure of the PETITIONER to comply with or perform any act required by or under this Agreement shall not impair the validity of this Agreement, and County delay or failure to enforce, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any such violation or breach; and

15. **AUTHORIZED SIGNATORY**. The signatory for the PETITIONER, below, certifies and warrants that:

    (a) The PETITIONER's name as set forth in this Agreement is its full and correct legal name (if an entity, as designated in its corporate charter and as formally registered with the State).

(b) The individual(s) executing this Agreement is/are duly authorized to so act and execute such Agreement on behalf of the PETITIONER.

(c) As applicable, this Agreement has been duly approved by the PETITIONER's Board of Directors and/or members, consistent with and compliant with the PETITIONER's Articles of Incorporation, Bylaws, and all local, state, and federal law(s).

(d) Furthermore, as applicable, the PETITIONER shall, upon execution of this Agreement, provide copies of a list of its current Board of Directors and/or managers, a properly executed and notarized corporate resolution approving this Agreement, a copy of its current Articles of Incorporation, and, if PETITIONER has or is otherwise subject to Bylaws, a copy of such current Bylaws.

16. **SEVERABILITY**. If any condition, provision, reservation, restriction, right, or term of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, or term shall neither limit nor impair the operation, enforceability, or validity of any other condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) thereof. All such other condition(s), provision(s), reservation(s), restriction(s), right(s), and term(s) shall continue unimpaired in full force and effect; and

17. **PARAGRAPH HEADINGS**. Paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph to which they refer; and

18. **EFFECTIVE DATE**. This Agreement constitutes the entire Agreement and any representation or understanding of any kind preceding the date of this Agreement's execution or recordation is not binding on the County or the PETITIONER except to the extent it has been incorporated into this Agreement. This Agreement shall become effective upon recordation in the Public Records of Monroe County.

19. **BINDING EFFECT**. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and the PETITIONER and their respective legal representatives, successors, and assigns. However, this Agreement shall not be conveyed, assigned, or otherwise transferred from the PETITIONER. Any such transfer requires County approval, and any such transfer absent County approval shall immediately render this Agreement void ab initio; and

This Agreement is made in reliance upon information, representations, and documents provided by the PETITIONER(S). If, at some later date, Monroe County determines that such information, representations, and/or documents contained false or misleading information material to the County's consideration and assent to this Agreement, the County reserves the right, in its discretion, to revoke such consideration and assent and to rescind this Agreement and to pursue all remedies at law and equity, for injuries to the County caused by the submission of such false or misleading material information.

EXECUTED ON THIS 12th day of November, 2015.

WITNESSES

Rebecca Spainhour
Witness No. 1 (Print Name)

Witness No. 1 (Signature)

Witness No. 2 (Print Name)

Witness No. 2 (Signature)

PETITIONER(S)

RICHARD E DEEGAN
Petitioner No. 1 (Print Name)

Petitioner No. 1 (Signature)

Date (Print)

Authorized Official Capacity (Applicable if Entity Petitioner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

Non-Entity Petitioner's/Non-Entity Petitioner's Principal Mailing Address (Print)

Entity Petitioner - Mailing Address (Print)

Entity Petitioner - Registered Agent Name (Print)

Entity Petitioner - Registered Agent Mailing Address (Print)

Witness No. 1 (Print Name)

Witness No. 1 (Signature)

Witness No. 2 (Print Name)

Witness No. 2 (Signature)

Petitioner No. 2 (Print Name)

Petitioner No. 2 (Signature)

Date (Print)

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument, Right-of-Way Abandonment Agreement for Turnaround Construction, was acknowledged before me this 12 day of November, 2015, by Richard E. Deegan, who is personally known to me or produced FL DL as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

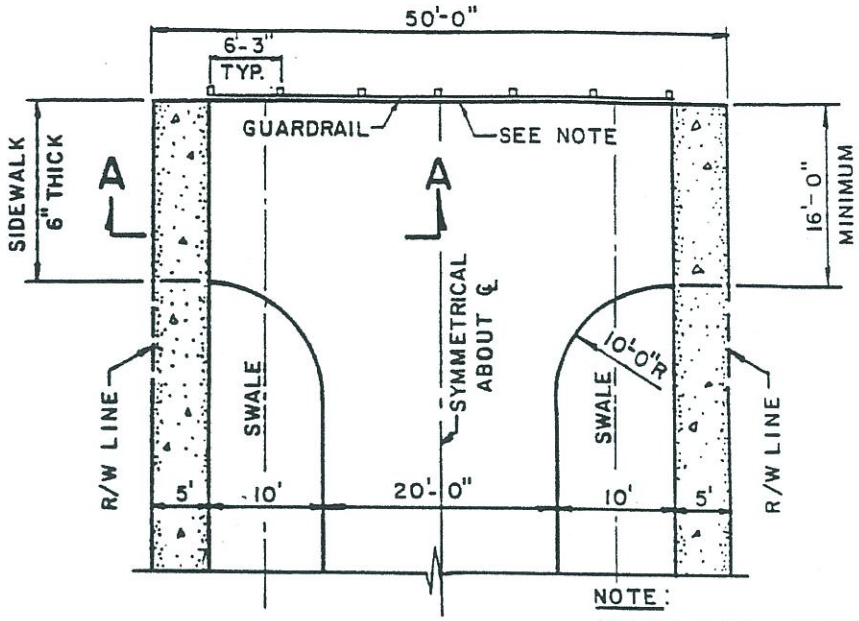
KELLY CARRICK
MY COMMISSION # FF203808
EXPIRES February 25, 2019
(407) 398-0153 FloridaNotaryService.com

Kelly Carrick #FF203808
Notary Public (Print Name & Notary No.)

_____
Notary Public Seal

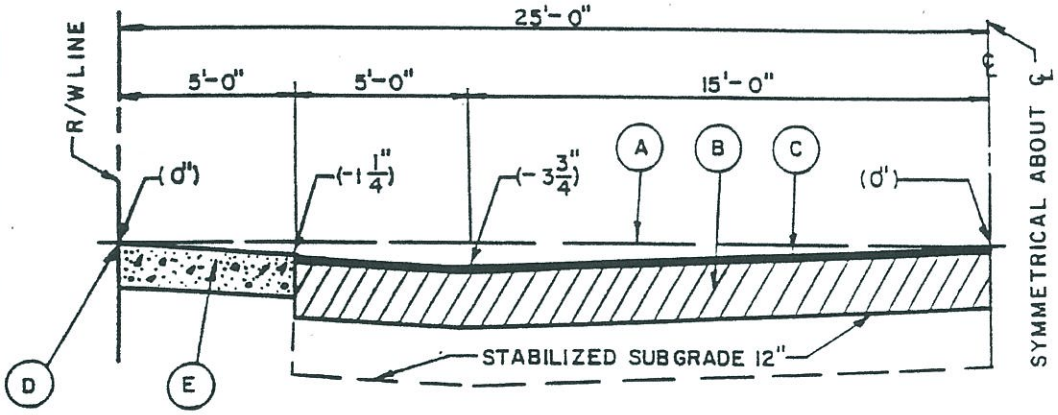
_____
Notary Public (Signature)

Exhibit A



PLAN

NOTE:
WHERE R/W DEDICATION IS NOT CONTINUOUS, PROVIDE SUFFICIENT SET-BACK TO ACCOMMODATE FILL OR CUT SLOPE, AND GUARDRAIL.



SECTION A-A

(A) LEVEL LINE

(B) BASE COURSE, PRIMED ENTIRE WIDTH

(C) ASPHALTIC CONCRETE SURFACE COURSE $1\frac{1}{2}$" THICK

(D) RIGHT-OF-WAY LINE AT OR ABOVE COUNTY CRITERIA +4.0

(E) CONCRETE SIDEWALK WHERE REQUIRED

ITEM	CROSS REF.	SPEC. REF.
GUARDRAIL	R15.1	B3-1
CONCRETE SIDEWALK	R10.0	B2-13
ASPHALTIC CONCRETE		B2-9
LIMEROCK BASE		

MONROE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 9/83	REVISED	STANDARD ROAD DETAIL T- TURNAROUND 50' R/W (RESIDENTIAL)	R 5.0 SHEET 1 OF 1

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Prepared by:

---------- Space Above This Line For Recording ----------

RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR UTILITY RELOCATION

This Agreement entered into this _____ day of_____, 2016, by _Richard Deegan_ **PETITIONER**(s)**/PROPERTY OWNER**(s) (hereinafter "**PETITIONER**(s)"); and

WHEREAS, Monroe County Code (hereinafter "Code") Section 19-1 (2015) authorizes, in certain circumstances, abandonment of a County right-of-way; and

WHEREAS, Code Section 19-1 (2015) provides, in relevant part, that **"No right-of-way shall be abandoned unless there is an agreement to do so by all affected property owners."** For purposes of this Section, and pursuant to Code Sections 19-1(c)(1)-(4) (2015), an "affected property owner" is "the owner of property which directly adjoins the area subject to abandonment or, if" such "right of way is abandoned, will have access currently used by that property owner eliminated or diminished," or "will have the only platted access eliminated," or "will have the paved area adjacent to that property increased for turn-around purposes," or "be increased in size;" and

WHEREAS, Code Section 1-2 (2015) defines "property" as including both "real and personal property," which, therefore, may include an affected owner of personal property such as (but not limited to) an owner of an existing utility line which does not have a real property interest (such as a utility easement) in the same; and

WHEREAS, in order to satisfy the requirement(s) set forth in Code Section 19-1(k) (2015), **PETITIONER**(s) has/have obtained a "**Conditional Letter of No Objection**," attached hereto as Exhibit "A" to this Agreement, which is hereby incorporated as if fully stated herein, which **PETITIONER**(s) has/have submitted or shall submit or otherwise provide to the County, from the subject utility having the following legal name as set forth in the official public records of the Florida Department of State - Division of Corporations **Florida Keys Aqueduct Authority** , in which said utility stated that it has "No objection" to [the] abandonment of that portion of **Spanish Main Drive that separates Lots 5,6 & 7, Block 19 extending to the western line of Spanish Main Drive, Cutthroat Harbor Estates, First Addition** on the condition(s) that **the 4 inch water main with flush out and water meter located in the abandonment be relocated at the owner's expense**; and

WHEREAS, by this duly executed Agreement, which shall be recorded forthwith, **PETITIONER**(s) hereby covenant(s) with the County that the relocation of the **4 inch water main with flush out and water meter** of the above-named utility shall be the exclusive and

sole responsibility of **PETITIONER**(s) and be at **PETITIONER's** exclusively and sole expense; and

NOW, THEREFORE, for and in consideration of the sum of TEN and 00/100 DOLLARS ($10.00), and as an inducement for the County to approve this Agreement, together with other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby expressly acknowledged and attested to by all parties hereto, **PETITIONER**(s) hereby agree(s) and covenant(s) as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and

2. The **PETITIONER**(s) is/are the sole fee simple title owner(s) of that certain immediately below-described real property located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "B" which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): 5, 6, & 7 **Block:** 19

   Subdivision: Cutthroat Harbor Estates, First Addition

   Key: Cudjoe **Plat Book:** 5 **Page:** 60

   Approximate Mile Marker: _____

   Real Estate Number(s): 00186840.000000; and

3. The **PETITIONER**(s) desires to relocate the subject utility's above-described interest, more fully legally described immediately below and as shown on attached Exhibit "B", in pursuant to and in compliance with the above-described Code Sections, and shall do so in compliance with the United States and Florida Constitutions, the Florida Statutes, the Monroe County Comprehensive Plan, the Monroe County Code(s), the Florida Building Code(s), and all other applicable federal, state, and local codes, ordinances, orders, resolutions, regulations, and rules:

   Parcel(s)/Lot(s): 5, 6, & 7 **Block:** 19

   Subdivision: Cutthroat Harbor Estates, First Addition

   Key: Cudjoe **Plat Book:** 5 **Page:** 60

   Approximate Mile Marker: _____

   Real Estate Number(s): 00186840.000000; and

4. **Conditions and Revocation or Termination of Agreement**. The **PETITIONER**(s) hereby agrees to submit a complete right-of-way permit application to the County in compliance with the form and address requirements set forth in Paragraph 5 below together with **a Florida Keys Aqueduct Authority Utility Permit** within one-hundred eighty (180) days of the effective date of the County's approval of the **PETITIONER's** right-of-way abandonment petition corresponding to this Agreement. Should the **PETITIONER**(s) fail to relocate the subject utility's above-described interest in accordance with **Florida Keys Aqueduct Authority Utility Permit(s)** and the corresponding County right-of-way permit(s) (corresponding to this Agreement), or otherwise fails to complete construction necessary to complete re-location of the subject utility's above-described interest within the following time-frame and under the following condition(s)

_____

_____

_____,

the County's previous approval to abandon the corresponding/the subject right-of-way shall immediately be rescinded and the prior-abandoned right-of-way (any and all portions thereof) shall immediately revert back to the County. Nothing contained herein shall be construed to prohibit, limit, or otherwise restrict the County's authority to terminate this Agreement, the County's previous approval to abandon the corresponding/the subject right-of-way, the County right-of-way permit(s) corresponding to this Agreement, or any other permit(s), approval(s), or inspection(s) corresponding to this Agreement or prior County approval to abandon the corresponding/the subject right-of-way, pursuant to the U.S. and Florida Constitutions, the Florida Statutes, the Monroe County Comprehensive Plan, the Monroe County Code(s), the Florida Building Code(s), the provisions and terms of this Agreement, and/or all other applicable federal, state, and local codes, ordinances, orders, resolutions, regulations, and rules; and

5. **Notice and Service of Process - Monroe County**. All notices, consents, approvals, or other communications to the County hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources Department
Attn: Senior Director
Subject: Right-of-Way (Road) Abandonment - Utility Agreement
2798 Overseas Highway, Marathon, FL 33050

With a copy to:

Monroe County Engineering Services Department
Attn: Director
Subject: Right-of-Way (Road) Abandonment - Utility Agreement
1100 Simonton Street, Room 2-216
Key West, FL 33040

With a copy to:

Monroe County Attorney's Office
Subject: Right-of-Way (Road) Abandonment - Utility Agreement
1111 12th Street, Suite 408
Key West, FL 33040

6. **Construction and Interpretation**. Any and all construction(s) or interpretation(s) of Monroe County Comprehensive Code provision(s) and Monroe County Code(s) provision(s) shall be deferred in favor of the County and such construction and interpretation shall be entitled to great weight on trial and on appeal; and

7. **Recordation**. The **PETITIONER**(s) hereby agree(s) to and shall, once this Agreement has been executed by **PETITIONER**(s) and the County, file this Agreement with the Clerk of the Circuit Court of Monroe County together with all appropriate and required collateral instrument(s), and shall record this Agreement together with all appropriate and required collateral instrument(s) in the Official Records of Monroe County, Florida, and shall pay any and all costs associated with such recordation; and

8. **Amendment, Modification, or Release, and Recording Thereto**. No amendment(s), modification(s), or release(s) to this Agreement is/are effective unless the County agrees, consents, and joins in writing thereto. The **PETITIONER**(s) shall file any such properly executed amendment(s), modification(s), or release(s) to this Agreement with the Clerk of the Circuit Court of Monroe County together with all appropriate and required collateral instrument(s), and shall record such properly executed amendment(s), modification(s), or release(s) together with all appropriate and required collateral instrument(s) in the Official Records of Monroe County, Florida, and shall pay any and all costs associated with such recordation; and

9. **Subsequent Reference Requirement**.

   A. The **PETITIONER**(s) hereby agree(s) to and shall submit a copy of this filed and recorded Agreement together with (simultaneously in date and time with) all future development applications relating to the/his/her/its/their property described in Paragraphs 2 or 3 above. Such submission by **PETITIONER**(s) shall be to the agency(ies), department(s), and office(s) in receipt of or otherwise receiving such development application(s). This requirement is non-exclusive to Monroe County agencies, departments, and offices, and is to be construed as inclusive of all reviewing federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s), such that the **PETITIONER**(s) must so simultaneously furnish a copy of this filed and recorded Agreement to any and all federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s); and

   B. The **PETITIONER**(s) shall reference this filed and recorded Agreement, including the recording book and page number(s) and document number(s) of this Agreement in any

future instrument conveying title to or an interest in the property described in Paragraphs 2 or 3 above; and

C. The **PETITIONER**(s) shall insert the terms and restrictions of this Agreement into any subsequent deed or other legal instrument by which he/she/it/they divest(s) himself/herself/itself/themselves of any title to or interest in the property described in Paragraphs 2 or 3 above; and

10. **Joint-and-Several Liability**. If the **PETITIONER**(s), or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated, cross-initiated, counter-initiated, or otherwise filed by the County to enforce any provision(s) or term(s) contained herein, and consist(s) of more than one person(s) or entity(ies), such person(s) and entity(ies) shall be jointly and severally liable; and

11. **Non-Assignability**. This Agreement shall not be independently assignable or severable from the subject property's conveyance instrument by the **PETITIONER**(s), or by any other non-County party with title to or an interest in the property described in Paragraphs 2 or 3 above, unless such assignment or severance is first approved by Monroe County Board of County Commissioners (hereinafter "BOCC") Resolution; and

12. **Transfer Notice**. The **PETITIONER**(s) shall provide written notice to the County of the transfer of any title to or interest in the property described in Paragraphs 2 or 3 above at least thirty (30) days prior to the date of such transfer. Failure of the **PETITIONER**(s) to perform any act required by this Section shall not eliminate this requirement or the County's rights arising from, relating to, or in connection with this requirement, and shall not impair the validity of this Agreement or limit its enforceability in any way; and

13. **Notice and Service of Process - To PETITIONER(s)**. All notices, consents, approvals, or other communications to the **PETITIONER**(s) shall be in writing and be deemed properly served if, unless otherwise provided in this instrument, sent by U.S. Postal Service, Certified Mail, return receipt requested, to his/her address of record with the Monroe County Property Appraiser's Office or to his/her address of record with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by the County to serve notice upon **PETITIONER**(s), the County shall, in addition to the preceding sentence's method of notice and service of process for the purposes herein, be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative

proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

14. **Notice and Service of Process - To Legal Person(s)**. In the event **PETITIONER**(s) comprise(s) a registered business entity, corporate entity, or similar legal person, all notices, consents, approvals, or other communications to such entity shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of such entity's Registered Agent as shown in the public records of the Florida Department of State - Division of Corporations (hereinafter "Sunbiz"), or its equivalent agency. Actual notice is not required under this Section. In the event **PETITIONER**(s) is/are a legal trust, all notices, consents, approvals, or other communications to such trust shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address(es) of the property described in Paragraphs 2 and 3 above, and to such trust's address(es) of record, if any, with the Monroe County Property Appraiser's Office or its address(es) of record, if any, with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by the County to serve notice upon such legal person(s), the County shall, in addition to the preceding sentence's method of satisfying notice and service of process for the purposes herein, also be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

15. **Default Notice**. Unless otherwise provided in this Agreement, in the event of breach or violation of any provision(s) or term(s) hereunder by **PETITIONER**(s), the County shall

provide written "Notice of Default" or "Notice of Violation" to the defaulting **PETITIONER**(s), and such defaulting **PETITIONER**(s) shall have the right to cure such breach(es) or violation(s) within thirty (30) days of receiving notice of such breach or violation; and

16. **Enforcement**.
    A. In the event of any breach or violation of any condition(s), provision(s), or term(s) contained herein, the County shall, without liability to the County, have the right to unilaterally terminate this Agreement, and to proceed at law or in equity as may be necessary to ensure compliance with the condition(s), provision(s), or term(s) hereof, remediation thereto, and to otherwise the breach or violation of any of them, to collect damages, and may enforce this Agreement by emergency, preliminary, and permanent injunction, including ex parte action and motion for such injunction(s), it being agreed that the County would have no adequate remedy at law, or such other legal method as the County deems appropriate. Uncured breach or violation of this Agreement shall, without any additional notice beyond this Agreement's recordation, entitle the County to immediately suspend and/or rescind, without liability to the County, development applications and pending or issued permits, approvals, or inspections reliant upon **PETITIONER**'s full and proper performance of this Agreement, or otherwise arising from, related to, or in connection with this Agreement, except for those permits, approvals, and inspections necessary to cure such breach or violation. County enforcement action(s) thereto shall be at the County's discretion, and **PETITIONER**(s) hereby agrees to and shall pay for all costs associated with such County enforcement action(s). Failure of the **PETITIONER**(s) to comply with or perform any act required by or under this Agreement shall not impair the validity of this Agreement, and County delay or failure to enforce, however long continued, shall not be deemed a waiver or estoppel of the County's right to do so thereafter as to any such violation or breach, and no alleged County waiver or estoppel of any breach of any condition, provision, or term contained herein shall be construed as waiver or estoppel of any succeeding breach or violation of the same condition, provision, or term; and

    B. In the event of any suit, action, or proceeding, in law or in equity, by the County to enforce the condition(s), provision(s), or term(s) contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court. Any order or judgment so rendered in favor of the County in connection with any such suit, action, or proceeding arising out of, related to, or in connection with this Agreement, shall bear interest at the highest rate allowed by law. The County may recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action, or proceeding, from any person(s) and/or entity(ies) from or to whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under including, but not limited to, Chapters 162, 373, and 403, Florida Statutes; and

C. **Cumulative Remedies**. In the event of any breach or violation of the condition(s), provision(s), or term(s) contained herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with such conditions, provisions, and terms, to enjoin activities, construction, maintenance, practices, repairs, and uses non-compliant with the conditions, provisions, and terms contained herein, and to otherwise prevent the breach or violation of any of them, to collect damages, and both authorized and entitled to enforce this Agreement by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed that the County has no adequate remedy at law, or such other legal method as the County deems appropriate. All rights and remedies accruing to the County shall be assignable in whole or in part and be cumulative; that is, the County may pursue such rights and remedies as the law and this Agreement afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) and/or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) and/or remedy(ies). The **PETITIONER**(s) hereby agree(s) to and shall pay for all costs associated with the County's enforcement action(s) thereto; and

17. **Dispute Resolution - Meet-and-Confer Prerequisite**. The **PETITIONER**(s) hereby agree(s) that as a first condition precedent to his/her/its/their initiation of litigation or adversarial administrative proceedings against the County in the form of a suit or action arising out of, related to, or in connection with this Agreement, shall first, prior to the initiation of such suit or action, attempt to resolve their dispute(s) and disagreement(s) by a meet-and-confer session between himself/herself/itself/themselves and Monroe County Planning & Environmental Resources Department staff and counsel to the Monroe County Planning & Environmental Resources Department. If no resolution can be agreed upon within thirty (30) days after the occurrence of the aforesaid meet-and-confer session, such issue(s) shall next (second), as a second condition precedent to the initiation of such suit or action, be discussed at a public meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of this Agreement (i.e., Upper Keys - Key Largo, Middle Keys - Marathon, Lower Keys - Key West). The **PETITIONER**(s) hereby agree(s) that in the event he/she/it/they so initiate such suit or action without satisfying both of these conditions precedent to their initiation of litigation or adversarial administrative proceedings against the County, that the County shall be automatically entitled to an Order granting Grantee's Motion to Dismiss and Florida Statute § 57.105 (2015) Motion for Sanctions and Attorney's Fee (or, at Grantee's election (if applicable), their Florida statutory equivalent(s), Federal equivalent(s), or non-Florida legal equivalent(s)); and

18. **Limitation of Liability**.

A. In the event of any litigation or adversarial administrative proceedings concerning the condition(s), provision(s), or term(s) of this Agreement, the **PETITIONER**(s) hereby agrees to expressly waive his/her/its/their right to a jury trial and shall be treated as having expressly waived his/her/its/their right to a jury trial; and

B. **Hold Harmless and Indemnification**. The **PETITIONER**(s) hereby hold(s) the County harmless from the claims of all persons and entities for action(s), inaction(s),

activity(ies), damage(s), expense(s), proposed or undertaken construction, development, or similar work, and loss(es) occurring on the property described in Paragraphs 2 or 3 above, and hereby expressly agrees that the County shall not be liable for any injury(ies) allegedly caused by the tools, materials, or equipment used by the **PETITIONER**(s), its employees or agents, or used by the **PETITIONER**'s contractor(s), or its (contractor(s)) employees or agents. The **PETITIONER**(s) further agree(s) to indemnify and defend the County, its officers, employees, and agents, from any and all claims for bodily injury (including death), personal injury, business damage(s), property damage, and any other losses, damages, and expenses (including attorney's fees), allegedly arising from, related to, or in connection with this Agreement or construction, development, or similar work undertaken thereto; and

C. **Hazardous, Toxic, Radioactive Substances**. The **PETITIONER**(s) hereby expressly waives its rights to file or otherwise initiate or pursue any claim(s) against the County for personal damage or injury, or damage or injury to property, that is allegedly caused by the allegedly negligent or grossly negligent action or inaction of the County or an officer, employee, or agent of the County, which allegedly arises from, was or is related to, or was or is in connection with this Agreement, or County authorization(s), activity(ies), or inactivity(ies) thereto, and further holds the County harmless from the claims of all persons for the action(s), inaction(s), activity(ies), damage(s), expense(s), and loss(es) occurring on the property described in Paragraphs 2 and 3 above, and further indemnifies the County for all liability arising from any discovery of hazardous, toxic, or radioactive substance materials on the property described in Paragraphs 2 and 3 above, and, in the event such material is discovered, the County shall not be responsible for, and the **PETITIONER**(s) shall be responsible for, the removal of such materials following coordination and written approval by the County. The term(s) "hazardous, toxic, or radioactive substance material" shall mean any hazardous, toxic, or radioactive substance material, matter, or waste, which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage of or use of common household cleaning and landscaping chemicals, pesticides, batteries, and the like, and those materials defined as hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act. The **PETITIONER**(s) shall immediately notify the County of any discharge or discovery of any hazardous, toxic, or radioactive waste at, upon, under, or within the property described in Paragraphs 2 and 3 above, and the **PETITIONER**(s) shall, at his/her/its/their cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction thereto. The **PETITIONER**(s) hereby warrant(s), represent(s), and attest(s), that to the best of his/her/its/their knowledge, the property described in Paragraphs 2 and 3 above are free of any such waste(s), and the **PETITIONER**(s) hereby agree(s) that the County shall not be liable for environmental damages arising from, related to, or in connection with this Agreement and the property described in Paragraphs 2 and 3 above, and further agree that he/she/it/they shall be exclusively liable for environmental damages according to the extent made so by law for periods following the effective date of this Agreement; and

D. The **PETITIONER**(s) hereby agree(s) that no charge(s) or claim(s) shall be made by it for any delay(s) or hindrance(s) allegedly attributable to the County during the progress of any portion of or during the effective date of this Agreement; and

19. **No County Compensation or Payment(s)**. The **PETITIONER**(s) is and shall be exclusively and solely responsible for all costs and expenses required or incurred to/in the completion of any utility relocation project(s) arising from, related to, or in connection with this Agreement. It is hereby mutually and expressly understood by **PETITIONER**(s) and the County that the County shall be responsible for no cost(s) and shall incur no cost(s) arising from, related to, or in connection with any utility relocation project(s) arising from, related to, or in connection with this Agreement. It is further mutually and expressly understood that there are no third-party beneficiaries to this Agreement, and that no Contractor, or any other person or entity, shall look to the County for compensation arising from, related to, or in connection with such utility relocation project(s); and

20. **No Waiver**. The County shall not be deemed to have waived any rights under this Agreement unless such waiver has been given within this instrument expressly, specifically, and unambiguously; and

21. **No Personal Liability**. The County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability. Further, no covenant, provision, or term of this Agreement shall be deemed to be a covenant or agreement of any officer, employee, or agent of the County in his or her individual capacity, and no officer, employee, or agent of the County shall be liable personally in this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; and

22. **Non-Reliance by Third-Parties**. No person(s) or entity(ies) shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder; and

23. **Authorized Signatory**: The signatory(ies) for **PETITIONER**(s), below, hereby attest(s), certify(ies), and warrant(s) that:

    A. The **PETITIONER**'s name as set forth in this Agreement is his/her/its/their full and correct legal name (if a legal person/entity, as designated in its corporate charter and as formally registered with the State, or, if a trust entity, as designated in its original trust instrument, as amended).

    B. The individual(s) executing this Agreement is/are duly authorized to so act and execute this Agreement on **PETITIONER**'s behalf.

    C. If/As applicable, this Agreement has been duly approved by the **PETITIONER**'s Board of Directors and/or members, consistent with and compliant with **PETITIONER**'s Articles of Incorporation, Bylaws, and all federal, state, and local laws and regulations.

D. If **PETITIONER**(s) comprise(s) a legal person/entity, **PETITIONER**(s) shall provide the County with an official list of its current Board of Directors and managers, a properly executed and notarized corporate resolution approving this Agreement, a copy of its current Articles of Incorporation (including all amendments thereto), and a copy of its current Bylaws.

24. **Compliance with Laws**. The **PETITIONER**(s) hereby attests that it has and shall comply with all Articles of Incorporation, Bylaws, laws, ordinances, and governmental rules and regulations applicable to this Agreement and to construction and/or development activity(ies) arising from, related to, or in connection with this Agreement at the property described in Paragraphs 2 and 3 above. The **PETITIONER**(s) shall obtain all necessary and/or required permits, approvals, inspections, and authorizations as may be required by such Articles of Incorporation, Bylaws, laws, ordinances, governmental rules and regulations, and local, state, and federal governments and agencies; and

25. **Jurisdiction, Venue, and Governing Laws**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. This Agreement shall not be subject to arbitration. If the County brings an action to enforce provisions or terms contained herein and prevails in any such action, on trial or appeal, the County shall be entitled to reasonable attorney's fees to be paid by the losing party(ies), at figures fixed by the court, as well as the reasonable cost(s) of restoring such land to the natural vegetative and hydrologic condition existing at the time of execution and recordation of this Agreement. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under including, but not limited to, Chapters 162, 373, and 403, Florida Statutes, and any other action at law or in equity; and

26. **Miscellaneous**.

A. **Financial Responsibility and No Pledge of Credit**. The **PETITIONER**(s) shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness; and

B. **Duty to Cooperate**. Where required under this Agreement or related agreement(s), the **PETITIONER**(s) shall cooperate with the County's reasonable requests regarding the provisions and terms contained herein; and

27. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions**. If any condition, obligation, right, or term of this Agreement, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, obligation, right, or term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, obligation, right, or term of this Agreement, or any remaining portion(s) thereof. All such other conditions, obligations, rights, and terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect; and

28. **Captions and Paragraph Headings**. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer; and

29. **Authority to Attest**. Each party to this Agreement represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate and other organizational action, as required; and

30. **Binding Effect**. The conditions, obligations, provisions, rights, and terms of this Agreement shall bind and inure to the benefit of the County and **PETITIONER**(s) and their respective personal representative(s), successor(s), and assign(s), and all such conditions, obligations, provisions, rights, and terms shall be construed as running with the land described in Paragraphs 2 and 3 above such that all subsequent title-holders and parties in interest to said property(ies) shall be bound by this Agreement and all of its conditions, obligations, provision, rights, and terms. However, neither this Agreement, nor any part of it, may be conveyed, assigned, or otherwise transferred by or from the **PETITIONER**(s) or its personal representative(s), successor(s), or assign(s), absent County approval as set forth in this Agreement. Any such transfer absent County approval as set forth above shall immediately render this Agreement voidable at the County's election and the County shall not be liable to **PETITIONER**(s), its personal representative(s), successor(s), or assign(s), or any third-party(ies), for any damage(s) or injury(ies) allegedly sustained by the County's lawful election to so void this Agreement on the basis of such unauthorized transfer (transfer absent County approval as set forth above); and

31. **TO HAVE AND HOLD UNTO THE PARTIES FOREVER.**

This Agreement is made in reliance upon information, representations, and documents provided by the PETITIONER(S). If, at some later date, Monroe County determines that such information, representations, and/or documents contained false or misleading information material to the County's consideration and assent to this Agreement, the County reserves the right, in its discretion, to revoke such consideration and assent and to rescind this Agreement and to pursue all remedies at law and equity, for injuries to the County caused by the submission of such false or misleading material information.

EXECUTED ON THIS 20 day of January, 2016.

WITNESSES TO ALL

Kelly Carrick
Witness No. 1 (Print Name)

Witness No. 1 (Signature)

TERESA PARKER
Witness No. 2 (Print Name)

Teresa Parker
Witness No. 2 (Signature)

PETITIONER(S)

Richard E Deegan
Petitioner No. 1 (Print Name)

Richard E Deegan
Petitioner No. 1 (Signature)

1-2016
Date (Print)

Authorized Official Capacity (Applicable if Entity Petitioner Executing Through Entity Owner's

Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/ Position))

_____

Non-Entity Petitioner's/Non-Entity Petitioner's Principal Mailing Address (Print)

_____

Entity Petitioner - Mailing Address (Print)

_____

Entity Petitioner - Registered Agent Name (Print)

_____

Entity Petitioner - Registered Agent Mailing Address (Print)

_____	_____
Witness No. 1 (Print Name)	Petitioner No. 2 (Print Name)
_____	_____
Witness No. 1 (Signature)	Petitioner No. 2 (Signature)
_____	_____
Witness No. 2 (Print Name)	Date (Print)
_____	
Witness No. 2 (Signature)	

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument, Right-of-Way Abandonment Agreement for Utility Relocation, was acknowledged and attested to before me this 20 day of January, 20 16, by Richard E. Deegan, who is personally known to me or produced FL DL as proof of identification and did take an oath, and by Teresa G Parker, who is personally known to me or produced FL DL as proof of identification and did take an oath.

KELLY CARRICK
MY COMMISSION # FF203808
EXPIRES February 25, 2019
(407) 398-0153 FloridaNotaryService.com

Kelly Carrick FF203808
Notary Public (Print Name & Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

MONROE COUNTY, FLORIDA
ACCEPTANCE OF RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR UTILITY RELOCATION

In Witness Whereof, Monroe County hereby accepts this Right-of-Way Abandonment Agreement for Utility Relocation and executes this instrument on the date set forth below.

For Monroe County, Florida:

_____	_____
First Witness (Print Name)	Director of Engineering Services (Print Name)
_____	_____
First Witness (Signature)	Director of Engineering Services (Signature)
_____	_____
Second Witness (Print Name)	Date (Print)
_____	
Second Witness (Signature)	

Approved as to Form and Legal Sufficiency by: _____
Monroe County Attorney's Office

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared _____, who is personally known to me, or has produced _____ as identification.

Acknowledged to me this _____ day of _____, 20____.

_____	_____
Notary Name and Number (Print)	**Notary Signature and Seal**

CONSENT AND JOINDER TO RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR UTILITY RELOCATION

(If Applicable)

Florida Keys Aqueduct Authority, whose address is 1100 Kennedy Drive,
(Name of Utility Company/Entity)
City of Key West, State of Florida, having the subject utility interest, such interest being more particularly described as a 4 inch water main with flush out and water meter located within the right of way of Spanish Main Drive, which separates Lots 5,6 & 7, Block 19 Cutthroat Harbor Estates, First Addition, and, if applicable, such interest having been recorded at Book _____, Page _____, and Document Number _____, in the Official Records of Monroe County, Florida, this interest being more particularly legally described as follows:

Parcel(s)/Lot(s): 5, 6, & 7 **Block: 19**

Subdivision: Cutthroat Harbor Estates, First Addition

Key: Cudjoe **Plat Book: 5** **Page: 60**

Approximate Mile Marker: _____

Real Estate Number(s): 00186840.000000

The above-named utility/entity hereby consents and joins in the foregoing Right-of-Way Abandonment Agreement for Utility Relocation, executed at 1100 KENNEDY DR.
(Place of Execution)
KEY WEST, FL, on the date indicated below.
(Place of Execution)

IN WITNESS WHEREOF, the above-described utility/entity hereby executes this Consent and Joinder to Right-of-Way Abandonment Agreement for Utility Relocation.

DEANNA T. ESQUIVEL
Witness No. 1 (Print Name)

Witness No. 1 (Signature)

MARNIE WALTERSON
Witness No. 2 (Print Name)

Witness No. 2 (Signature)

Florida Keys Aqueduct Authority
Utility's Name/ Entity's Name (Print Name)

Kirk C. Zuelch
Authorized Official on Behalf of Utility/Entity (Print Name)

Authorized Official on Behalf of Utility/Entity (Signature)

[The remainder of this page has been intentionally left blank.]

Executive Director

Authorized Official Capacity to Execute on Behalf of Utility/Entity (Print Title of Authorized Capacity/Position)

1100 Kennedy Drive, Key West, FL 33040

Utility's/Entity's Principal Mailing Address (Print)

Kirk C. Zuelch

Utility's/Entity's Registered Agent (Print Name)

1100 Kennedy Dr., Key West FL 3304

Utility's/Entity's Registered Agent's Mailing Address (Print)

2/25/2016

Date (Print)

STATE OF Florida

COUNTY OF Monroe

The foregoing Consent and Joinder to Right-of-Way Abandonment Agreement for Utility Relocation, was acknowledged and attested before me this 25th day of February, 2016, by Kirk C. Zuelch, who is personally known to me or produced _____ as proof of identification and did take an oath.

JANET E. COLEY
MY COMMISSION # EE 839443
EXPIRES: January 29, 2017
Bonded Thru Notary Public Underwriters

Notary Public Seal

Janet E. Coley

Notary Public (Print Name & Notary No.)

Janet E. Coley

Notary Public (Signature)

JOINDER OF MORTGAGEE TO RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR UTILITY RELOCATION

(If Applicable) N/A

_____, whose address is _____, City of
(Name of Mortgagee)
_____, State of _____, having a record interest, more particularly described as being the owner and holder of a mortgage dated _____ _____, in the original principal amount of $_____, given by _____ ("Mortgagee(s)"), to _____ _____ ("Mortgagor(s)"), encumbering the real property described in that mortgage, which is recorded in Book _____, Page _____, and Document Number _____, in the Official Records of Monroe County, Florida, and together with that certain Assignment recorded in _____, Page _____, and Document Number _____ _____, in the Official Records of Monroe County, Florida, and together with that certain Modification recorded in _____, Page _____, and Document Number _____ _____, in the Official Records of Monroe County, Florida (said mortgage, assignment, and modification are hereinafter referred to as the "Mortgage"), in the lands described in the Right-of-Way Abandonment Agreement for Utility Relocation between Mortgagee(s) and Monroe County, Florida, Mortgagee hereby consents and joins in the foregoing Right-of-Way Abandonment Agreement for Utility Relocation, executed at _____ _____, _____, on the date indicated below.
(Place of Execution)

IN WITNESS WHEREOF, Mortgagee grants this Joinder and executed this instrument on the date set forth below.

_____
Witness No. 1 (Print Name)

_____
Witness No. 1 (Signature)

_____
Witness No. 2 (Print Name)

_____
Witness No. 2 (Signature)

_____
Mortgagee (Print Name)

_____
Mortgagee (Signature)

_____
Authorized Official Capacity (Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/ Position))

_____
Date (Print)

[The remainder of this page has been intentionally left blank.]

STATE OF _____

COUNTY OF _____

The foregoing instrument, Joinder of Mortgagee to Right-of-Way Abandonment Agreement for Utility Relocation, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____

Notary Public (Print Name and Notary No.)

_____

Notary Public Seal

_____

Notary Public (Signature)

PETITIONER(S) AFFIDAVIT OF NO ENCUMBRANCES

1. **WHEREAS**, I/we Richard Deegan, the **PETITIONER**(s), is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): 5, 6, 7 **Block:** 19

   Subdivision: Cutthroat Harbor Estates, First Addition

   Key: Cudjoe **Plat Book:** 5 **Page:** 60

   Approximate Mile Marker: _____

   Real Estate Number(s): 00186840.000000; and

2. **WHEREAS**, it is true and correct that as of this date no liens, loans, mortgage encumbrances, or non-mortgage encumbrances, other than those in which Joinder(s) have been executed and submitted for this Right-of-Way Abandonment Agreement for Utility Relocation, currently encumber the above legally described real property; and

3. **NOW, THEREFORE**, the undersigned **PETITIONER**(s) hereby states that the above legally described property is free of all liens, loans, mortgage encumbrances, and non-mortgage encumbrances at this time, other than those in which Joinder(s) have been executed and submitted as part of this Right-of-Way Abandonment Agreement for Utility Relocation.

EXECUTED ON THIS 20 day of January, 2016.

WITNESSES TO ALL

Kelly Carrick
Witness No. 1 (Print Name)

Witness No. 1 (Signature)

TERESA PARKER
Witness No. 2 (Print Name)

Teresa Parker
Witness No. 2 (Signature)

PETITIONER(S)

Richard E Deegan
Petitioner No. 1 (Print Name)

Richard E Deegan
Petitioner No. 1 (Signature)

1/20/16
Date (Print)

_____
Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

_____
Non-Entity Owner's/Non-Entity Owners' Principal

Mailing Address (Print)

Entity Owner - Mailing Address (Print)

Entity Owner - Registered Agent Name (Print)

Entity Owner - Registered Agent Mailing Address (Print)

Witness No. 1 (Print Name)

Petitioner No. 2 (Print Name)

Witness No. 1 (Signature)

Petitioner No. 2 (Signature)

Witness No. 2 (Print Name)

Date (Print)

Witness No. 2 (Signature)

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument, Right-of-Way Abandonment Agreement for Utility Relocation, was acknowledged before me this 20 day of January, 20 16, by Richard E. Deegan, who is personally known to me or produced FL DL as proof of identification and did take an oath, and by Teresa G Parker, who is personally known to me or produced FL DL as proof of identification and did take an oath.

KELLY CARRICK
MY COMMISSION # FF203808
EXPIRES February 25, 2019
(407) 398-0153 FloridaNotaryService.com

Kelly Carrick FF203808

Notary Public (Print Name and Notary No.)

Notary Public Seal

Notary Public (Signature)

Exhibit "A"

Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

RECEIVED
AUG 12 2015
2015-029
MONROE CO. PLANNING DEPT.

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Melva G. Wagner
Secretary/Treasurer
District 2

Cara Higgins
District 1

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

August 4, 2015

Richard Deegan
1082 Spanish Main Drive
Cudjoe Key, FL 33042

RE: Abandon a portion of Spanish Main Drive in Cudjoe Key, FL

Dear Mr. Deegan

The FKAA Board of Directors approved at the July 29, 2015 meeting, the above referenced project

Pursuant to your request, staff has researched your request and the FKAA have no objection to the abandonment of the portion of Spanish Main Drive in Cudjoe Key, FL .

FKAA has a 4-inch water main with flush-out and water meter located within the location of the requested abandonment. The owner has agreed to pay for utilities to be relocated at their expense. Work will require a Utility Permit prior to performing any work on FKAA utilities.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

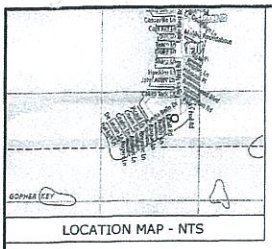
FLORIDA KEYS AQUEDUCT AUTHORITY

Marnie Walkerson
Distribution Design Supervisor

MW/cma

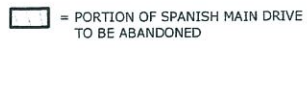
C: Robert Feldman, General Counsel
Tom Morgan, Operations Department Manager
Key West Customer Service Office
Monroe County Building Department

Exhibit "B"



LOCATION MAP - NTS

MAP OF BOUNDARY SURVEY
A PORTION OF THE ROW OF SPANISH MAIN DRIVE
ADJACENT TO LOTS 7, 6 & THE SOUTH ½ OF LOT 5, BLOCK 19 CUTTHROAT HARBOR ESTATES FIRST ADDITION



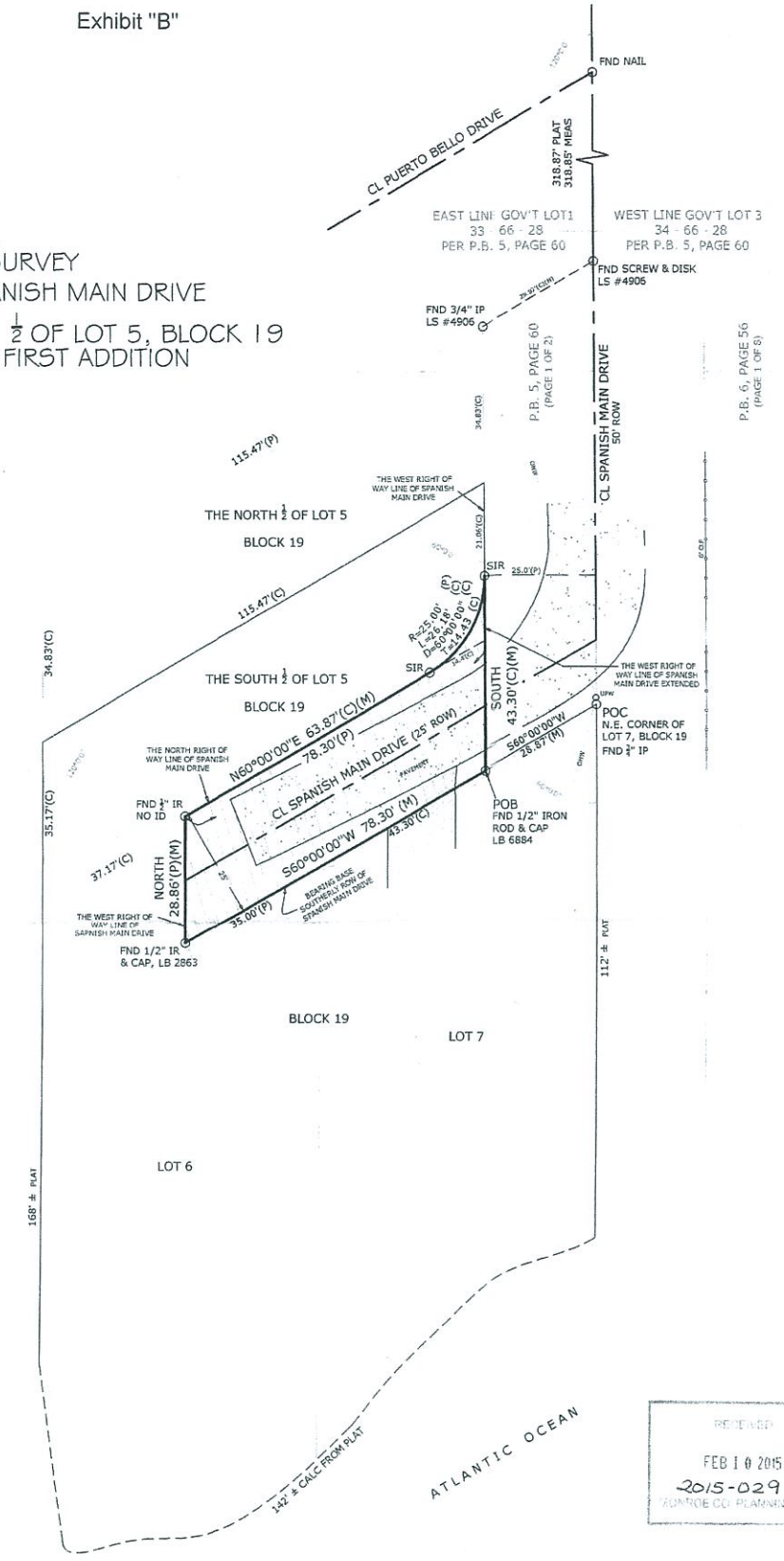
= PORTION OF SPANISH MAIN DRIVE TO BE ABANDONED

SCALE: 1" = 20'

BEARING BASE:
THE SOUTHERLY RIGHT OF WAY LINE OF SPANISH MAIN DRIVE AS S60°00'00"W AS DERIVED FROM PLAT

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ADDRESS:
1082 SPANISH MAIN DRIVE
CUDJOE KEY, FL 33042



RECEIVED
FEB 10 2015
2015-029
MONROE CO. PLANNING DEPT

LEGAL DESCRIPTION -

PORTION OF ROAD TO BE ABANDONED:
(NEWLY AUTHORED BY THE UNDERSIGNED)
A portion of Spanish Main Drive, CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, adjacent to Lots 5, 6, & 7, Block 19 of the aforementioned Plat, more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 7, Block 19 of CUTTHROAT HARBOR ESTATES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 60, of the Public Records of Monroe County, Florida, thence bear S60°00'00"W along the Southerly right of way line of Spanish Main Drive, a 25' total right of way width per said Plat, for a distance of 28.87 feet to a point, said point being the Point of Beginning; thence continue along said Southerly right of way line S60°00'00"W for a distance of 78.30 to a point, said point being on the West right of way line of Spanish Main Drive per said plat; thence departing the said South right of way line, along said West right of way line North for a distance of 28.86 feet to a point, said point being on the North right of way line of Spanish Main Drive per said plat; thence departing said West right of way line, along said North right of way line N60°00'00"E for a distance of 63.87 feet to the point of curvature of a curve concave Northwesterly, with a radius of 25.00 feet, and a delta of 60°00'00"; thence along said curve in a Northeasterly direction, for an arc length of 26.18 feet to the point of tangency, said point of tangency being on the West right of way line of Spanish Main Drive per said plat; thence departing said curve, along said West right of way line extended to the South right of way line, South 43.30 feet back to the Point of Beginning, containing 1,991 square feet (0,04 acres), more or less.

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE,PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

CERTIFIED TO -

RICHARD DEEGAN

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C & G = CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CL = CENTERLINE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
CVRD = COVERED
DELTA = CENTRAL ANGLE
DEASE = DRAINAGE EASEMENT
EL = ELEVATION
ENCL = ENCLOSURE
EOP = EDGE OF PAVEMENT
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FS = FENCE POST
FND = FOUND
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
OW = OVH WIRE
HB = HOSE BIB
IP = IRON PIPE
IR = IRON ROD
L = ARC LENGTH
LS = LANDSCAPING
MB = MAILBOX
MEAS = MEASURED
MHWL = MEAN HIGH WATER LINE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OHW = OVERHEAD WIRES
PC = POINT OF CURVE
PH = PARKING METER
PCC = POINT OF COMPOUND CURVE
PCP = PERMANENT CONTROL POINT
PK = PARKER KALON NAIL
POB = POINT OF BEGINNING
PI = POINT OF INTERSECTION
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
ROL = ROOF OVERHANG LINE
ROW = RIGHT OF WAY
ROWL = POINT OF WAY LINE
SIR = SET 1/2" IRON ROD & CAP, LB 7846
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TS = TRAFFIC SIGN
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UPC = CONCRETE UTILITY POLE
UPW = WOOD UTILITY POLE
WD = WOOD DECK
WDF = WOOD FENCE
WL = WOOD LANDING
WM = WATER METER
WRACK LINE = LINE OF DEBRIS ON SHORE
WV = WATER VALVE

SCALE:	1"=20'
FIELD WORK DATE	01/18/15
REVISION DATE	-/-/-
SHEET	1 OF 1
DRAWN BY:	KK
CHECKED BY:	RR
INVOICE NO.:	14120108

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE PROFESSIONAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED

ROBERT E. REECE, PSM #5632, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Env. Resources

Bulk Item: Yes X No ___ Staff Contact /Phone #: Richard Jones/289-2805

AGENDA ITEM WORDING:
Approval of Grant Agreement No. 15084 (Agreement) between Monroe County (County) and the Florida Fish and Wildlife Conservation Commission (FWC) providing reimbursement funding to the County in an amount not to exceed $74,943 for derelict vessel removals, in addition to Boating Improvement Funds used for derelict vessel removals.

ITEM BACKGROUND:
The County Marine Resources Office routinely removes derelict vessels utilizing Boating Improvement Funds (BIF). The number and size of derelict vessels to be removed this fiscal year is anticipated to exceed the current amount budgeted in BIF. In order to supplant BIF funds and provide for additional removals, Marine Resources staff in the spring of 2015 submitted a grant application to the FWC Boating Improvement Program (BIP) for the removal of numerous derelict vessels. The FWC BIP subsequently awarded grant funding to the County for the removal of sixteen derelict vessels at a total project cost of $99,924 including 75% reimbursement of $74,943 and a 25% County match of $24,981. FWC has provided Agreement No.15084 for execution by the County.

Staff has provided Agreement No. 15084 for Board approval.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval of Agreement No. 15084

TOTAL COST: $74,943 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $24,981 **SOURCE OF FUNDS:** 157-62520-530340

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required___

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FFWCC

Contract #

Effective Date: upon execution by FWC

Expiration Date: 6/30/2017

Contract Purpose/Description:

Approval of Agreement No. 15084 between Monroe County and the Florida Fish and Wildlife Conservation Commission providing reimbursement funding to the County in an amount not to exceed $74,943 for derelict vessel removals.

Contract Manager: Richard Jones (Name) | 2805 (Ext.) | Planning & Env. Resources/11 (Department/Stop #)

for BOCC meeting on 3/23/2016 Agenda Deadline: 3/8/2016

CONTRACT COSTS

Total Dollar Value of Contract: $ 74,943 Current Year Portion: $ $74,943

Budgeted? Yes ☒ No ☐ Account Codes: 157-62520-530340-____-____

Grant: $ 74,943 ____-____-____-____-____

County Match: $ 24,981 ____-____-____-____-____

____-____-____-____-____

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
Department Head ~~Division Director~~	2/29/16	Yes ☐ No ☑		2/29/16
Risk Management	3-7-16	Yes ☐ No ☒	M. Sloud	3-7-16
O.M.B./Purchasing	3/7/16	Yes ☐ No ☑	Cristina Brackett	3/7/16
County Attorney	3/2/16	Yes ☐ No ☑		3/4/16

Comments: ____

OMB Form Revised 2/27/01 MCP #2

Florida Fish and Wildlife Conservation Commission

Commissioners
Brian S. Yablonski
Chairman
Tallahassee

Aliese P. "Liesa" Priddy
Vice Chairman
Immokalee

Ronald M. Bergeron
Fort Lauderdale

Richard Hanas
Oviedo

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Robert A. Spottswood
Key West

Executive Staff
Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463
FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

January 26, 2016

Richard Jones, Senior Administrator
Monroe County Marine Resources
2798 Overseas Highway, Suite 420
Marathon, FL 33050

RE: Contract No. 15084
Florida Boating Improvement Program (FBIP) Grant Agreement
Derelict Vessel Removal

Dear Mr. Jones:

Enclosed are two (2) originals of the Grant Agreement for the FY 15/16 FBIP grant award to the Monroe County for the project **Derelict Vessel Removal**. Please have the Grant Agreement reviewed, signed by the authorized designee and return all originals to me within 90 days of receipt. Upon full execution, an original will be returned to your office.

If you have any questions or need further information, please call me at (850) 717-2108, or e-mail Andrea.Pelton@MyFWC.com. You may also contact Tim Woody at (850) 617-9559, or email Tim.Woody@MyFWC.com

Sincerely,

Andrea Pelton, Grant Specialist
Florida Boating Improvement Program
Boating and Waterways Section

/ap
Enclosures

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 15084

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 15084	**State Award Year(s):** 2015-2016
State Award Name(s): Monroe County, Removal of Derelict Vessels	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission,**" and Monroe County Board of County Commissioners, FEID # 59-6000749, whose address is 2798 Overseas Highway, Suite 420, Marathon FL, hereinafter "**Grantee.**"

WHEREAS, the Commission and Grantee have partnered together to remove sixteen derelict vessels from the public waters of Monroe County; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program grant 15084; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 06/30/2017. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 07/01/2015. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $74,943.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee

for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.**

Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

A. Financial Consequences. In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Andrea Pelton
Grants Specialist
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
Telephone: (850) 717-2108
Fax #: (850) 488-9284
Email: FBIP@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Richard Jones
Senior Administrator, Marine Resources
Monroe County Marine Resources Office
2798 Overseas Highway, Suite 420
Marathon, FL 33050
Telephone: (305) 289-2805
Fax: (305) 289-2536
Jones-Rich@MonroeCounty-FL-Gov

12. AMENDMENT.

A. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders. The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulation. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

14. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the

Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** If this Agreement is in the amount of **$1 million dollars or more**, in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.

ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **$2,000,000.00** or twice the amount of this Agreement shall be imposed on

the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.

iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

17. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type

as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee, or other recipient, subrecipient, contractor or subcontractor, meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Grantee shall comply with the following:

i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.

ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the 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 the public agency in a format that is compatible with the information technology systems of the Commission.

20. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

21. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of

performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

22. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

23. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Section 200.326 and Appendix II, OMB Uniform Guidance (2 CFR 200), Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

ii. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

iii. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

iv. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to construction agreements awarded by grantees and subgrantees in excess of **$2,000.00**, and in excess of **$2,500.00** for other agreements which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

v. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Appendix II, OMB Uniform Guidance (2 CFR 200).

vi. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). Appendix II, OMB Uniform Guidance (2 CFR 200).

vii. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). Appendix II, OMB Uniform Guidance (2 CFR 200).

viii. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace.

ix. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If any recipient, subrecipient, contractor or subcontractor under this grant is a private entity, the following provision applies to the federal award:

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

   b. Procure a commercial sex act during the period of time that the award is in effect; or

   c. Use forced labor in the performance of the award or subawards under the award.

x. **Debarment and Suspension.**

1. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

xi. **Prohibition against Lobbying.**

1. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with

the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

2. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

3. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

xii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.

xiii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

xiv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

xv. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits, unless approved or exempt, any action that causes a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

25. AGREEMENT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries

and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

31. **PROFESSIONAL SERVICES.**

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION.

If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

39. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

40. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE

Name: _____

Title: _____

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 3/4/2016

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

SIGNATURE

Name: _____

Date: _____

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Sample Invoice Form
Attachment	F	Project Progress Report Form
Attachment	G	Certification of Completion Form

Attachment A – SCOPE OF WORK

Project Name:	Monroe County, Derelict Vessel Removal	FWC Contract No.	15084

1. INTRODUCTION

A. Purpose: The purpose of this project is to remove sixteen derelict vessels from the public waters of Monroe County.

B. Project Benefits: The removal of these derelict vessels will improve boating safety by removing hazards to navigations. This project will also help to restore sensitive marine resources and improve water quality.

2. PROJECT DESCRIPTION

A. Deliverable(s):

1. Remove and dispose of 16 derelict vessels.

2. The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed and the disposition of each derelict vessel, photographs of each derelict vessel, and an "Incident/Summary Report Narrative" (FWC/DLE-045A) completed by a Commission law enforcement officer verifying removal of each derelict vessel. The photographs shall document the condition of the vessel prior to removal, the removal process, and the final disposition of the vessel. Each photograph shall be labeled with the Derelict Vessel Number assigned to that vessel.

B. Tasks: the Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of Monroe County and properly dispose of the vessels in the designated disposal location:

1) FWSB-14-OFF-006765
Description: 50' cabin cruiser, D0511733
Location 24°41.441' N, 81°06.718' W
Disposal: Landfill

2) FWSB-14-OFF-009848
Description: 37' houseboat, FL6327NX
Location: 25° 05.39298' N, 80° 26.904' W
Disposal: Landfill

3) FWSB-14-OFF-009335
Description: 27' sailboat, FL4903LE
Location: 25° 07.06698' N, 80° 25.51602' W
Disposal: Landfill

4) FWSB-15-OFF-000082
Description: 20' migrant vessel,
Location: 24° 39.35298' N, 81° 19.54698' W
Disposal: Landfill

5) FWSB-15-OFF-000208
Description: 40' houseboat
Location: 24° 34.06302' N, 81° 47.658' W
Disposal: Landfill

6) FWSB-14-OFF-010395
Description: 43' motor yacht, FL6653HK
Location: 24° 33.10998' N, 81° 43.36602' W
Disposal: Landfill

7) FWSB-14-OFF-005650
Description: 32' steel sailboat, FL9293CX
Location: 24° 34.428' N, 81° 48.46002' W
Disposal: Sell for Scrap/Landfill

8) FWSB-14-OFF-009334
Description: 20' runabout
Location: 25° 07.38672' N, 80° 25.13058' W
Disposal: Landfill

9) FWSB-14-OFF-009191
Description: 24' cabin cruiser, FL5885DA
Location: 24° 56.54202' N, 80° 36.49302' W
Disposal: Landfill

10) FWSB-14-OFF-000175
Description: 15' vessel
Location: 24° 41.559' N, 81° 06.53502 W
Disposal: Landfill

11) FWSB-15-OFF-002353
Description: 25' motorboat
Location: 24° 35.808' N, 81° 34.92' W
Disposal: Landfill

12) FWSB-15-OFF-002346
Description: 25' sailboat
Location: 24° 34.11798' N, 81° 43.446' W
Disposal: Landfill

13) FWSB-15-OFF-002345
Description: 25'motorboat
Location: 24° 34.07802' N, 81° 43.39098' W
Disposal: Landfill

14) FWSB-15-OFF-002332
Description: 31' Carver, FL8711FK
Location: 24° 31.52298' N, 81° 55.51002' W
Disposal: Landfill

15) FWSB-15-OFF-002337
Description: 25' sailboat FL6482JX
Location: 24° 33.516' N, 81° 50.532' W
Disposal: Landfill

16) FWSB-15-OFF-002344
Description: 24" homemade cabin cruiser, FL5140SH
Location: 24° 34.062' N, 81° 43.338' W
Disposal: Landfill

3. PERFORMANCE

A. **Commencement of Work:** The Grantee shall commence work on Phase I of the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

B. **Criteria for Evaluating Successful Completion:** The Grantee shall complete the project as described in this Scope of Work and Florida Boating Improvement Program Application 15-043, incorporated herein by reference, according to the approved bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

C. **Procurement**: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Commission's Grant Manager shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager

D. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.

4. FINANCIAL CONSEQUENCES

The Commission may restrict any or all payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection.

5. COMPENSATION AND PAYMENT

A. Compensation: For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $74,943. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the project. The Grantee may be eligible for costs incurred prior to the execution of this Agreement as allowable by Chapter 68-1.003, Florida Administrative Code, and the Florida Boating Improvement Program Guidelines.

B. Cost Share: The Grantee agrees to provide 25% of the total cost of the project as indicated in FBIP Grant Application No. 15-043. The total compensation by the Commission shall be $74,943 or 75% of the total cost for the project whichever is less.

C. Salvage Value: The GRANTEE shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, excluding the hull, not used in the construction of a permitted artificial reef site. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the GRANTEE when determining the reimbursement request for the removal and disposal costs for each derelict vessel.

D. Travel Expenses: No travel expenses are authorized under the terms of this agreement.

E. Invoice Schedule: The Grantee may submit a request for reimbursement for pre-agreement costs (tasks 1-6 as described herein). A final reimbursement request must be submitted within 30 days after completion of the Project and acceptance of deliverables in writing by the Commission's Grant Manager. The Commission shall have 45 working days to inspect and approve goods and services.

F. Forms and Documentation: The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment D.

The request for reimbursement shall include an invoice in a format similar to Attachment E, Sample Invoice Form, which shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, and indicate the dates of service. The invoice shall be accompanied by a Certification of Completion, photographs to document project completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

6. MONITORING

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the

deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment F. Reports are due to the Commission's Grant Manager by the 15th of the month immediately following the reporting period until the Certification of Completion is submitted.

D. Certificate of Completion: Upon completion of the Project, the Grant Manager for the Grantee shall sign a Certification of Completion form, Attachment G, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the Scope of Work and the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 21 of the Agreement.

Project Name:	Monroe County, Derelict Vessel Removal	FWC Contract No.	15084

12. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

No additional requirements. Refer to Section 13B of the Agreement.

CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

Part I: State Certifications and Assurances.
If this Agreement is supported by State funding,
then the following Certifications and Assurances apply.

A. **Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.

B. **Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.

C. **Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.

D. **Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:

   a. On the Scrutinized Companies with Activities in Sudan List;

   b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

   c. Engaged with business operations in Cuba or Syria.

E. **Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.

F. **Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

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Part II: Federal Certifications and Assurances.
If this Agreement is supported by Federal funding,
then the following Certifications and Assurances apply.

A. Equal Employment Opportunity. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

B. Davis-Bacon Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.

C. Copeland "Anti-Kickback Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).

D. Contract Work Hours and Safety Standards Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).

E. Rights to Inventions Made Under a Contract or Agreement. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.

F. Clean Air Act and Water Pollution Control Act. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

G. Energy Efficiency. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

H. Drug-Free Workplace. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.

a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   i. The dangers of drug abuse in the workplace.
   ii. The policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.

4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

b. If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

I. **Trafficking Victims Protection Act of 2000.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

J. Debarment and Suspension. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

K. Prohibition against Lobbying. If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

L. Lacey Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacey Act, 16 U.S.C, 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Grantee Date

_____
(Street)

_____
(City, State, ZIP Code)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued

by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment C –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program	$74,943.00
	Total State Awards	$74,943.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, January 2015

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

FWC Agreement No. 15084 **Attachment E**

INVOICE

Billed to:

Fish and Wildlife Conservation Commission
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: _____
FEID #: _____
Address: _____
_____

Invoice No. _____
Invoice Date: _____
FWC Contract #: _____
Amount of Grant Award: $_____

Billing Period/Dates of Service:

From: _____

To : _____

PROJECT COSTS:

In-kind Services – Non-cash expenses:	**Amount**
In-kind service: Administration	$
In-kind service: Project Management	$
In-kind service: Other	$
Deliverables (Scope of Work) – Cash expenditures:	**Amount**
	$
	$
	$
	$
	$
	$

Total Project Cost: $

Grantee Share (_____%): – $

Amount for Reimbursement: $

Less Previous Payments: – $

Total This Payment: $

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

FLORIDA BOATING IMPROVEMENT PROGRAM
Partial Payment Request Form

FWC Contract # _____

FEID # _____

Project Title: _____

Payment No. _____ **Dates of Service:** _____

Amount $ _____ **Percentage of Completion:** _____

Brief Description – Project Summary:

Describe below deliverables completed to document percentage of work completed for invoice submitted:

_____
Signature

_____
Title

_____
Date

FWC Contract No. 15084 Attachment F

FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 15084 **Reporting Period (Month/Year):** _____
(Due 15 days after the end of each month)

Grantee: _____

Project Title: _____

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date?** **YES** ☐ **NO** ☐
   Anticipated Phase I completion date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Bid package**
   ☐ **Bid tabulation**
   ☐ **Progress photographs**
   ☐ **Final photographs**
   ☐ **Draft acknowledgement**

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

FWC Contract No. 15084 Attachment G

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Environmental Resources

Bulk Item: Yes X No ____ Staff Contact /Phone #: Mitzi Crystal/ 289-2523

AGENDA ITEM WORDING: Approval of resolution correcting a scrivener's error in the legal description of a right-of-way abandonment Resolution No 407-2015 of Nautilus Street and Corsair Road, Duck Key.

ITEM BACKGROUND: The Board approved a resolution providing public notice for abandonment of a portion of the right-of-way of Nautilus Street and Corsair Road in Resolution 392-2015. The legal description contained within was correct. The right of way abandonment was approved by the BOCC at the December 9, 2015 public hearing however, the survey included an incorrect legal description; subsequently the legal description for Section "A" in Resolution 407-2015 was incorrect. This resolution corrects the error to a portion of the legal description for Section "A" of the abandonment and the survey.

PREVIOUS RELEVANT BOCC ACTION:
November 17, 2015- Adoption of Resolution No 392-2015 setting a public hearing for Dec 9, 2015
December 9, 2015- Approval of Resolution No 407-2015 granting the right of way abandonment

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney 3/8 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

Petitioner: Amedeo & Lynn D'Ascanio

MONROE COUNTY, FLORIDA
RESOLUTION NO, -2016

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CORRECTING A SCRIVNERS ERROR IN THE RENOUCING AND DISCALMING A PORTION OF THE RIGHT-OF-WAY OF NAUTILUS STREET AND CORSAIR ROAD OF "PLANTATION ISLAND", DUCK KEY, ADJACENT TO LOT 14, BLOCK 5 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

WHEREAS, an application was filed by Amedeo & Lynn D'Ascanio to abandon a portion of the right-of-way of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 14, Block 5 according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida

WHEREAS, the Board of County Commissioners of Monroe County, Florida, approved Resolution No 392-2015 setting a public hearing for December 9, 2015; and

WHEREAS, at said public hearing, the Board approved the right of way abandonment as recorded in Resolution No. 407-2015; and

WHEREAS, the survey and resolution contained an incorrect legal description of the right of way abandonment for Section "A"; and

WHEREAS, a resolution correcting the scriveners error within the legal description is necessary; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that it hereby renounces and disclaim any right of the County and public in and to the following described streets, alley-ways, roads, or highways as delineated on the hereinafter described map or plat, to-wit:

Description: (For Road Abandonment Section "A")
A portion of Nautilus Street And Corsair Road Of "Plantation Island", Duck Key, adjacent to Lot 14, Block 5 according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:

Commencing at the northeast corner of said lot 14, block 5, (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26" east, along said radial line, 30.59 feet to a point on a curve concave to the east (a radial line from said point bears north 73°26'47" east to the center point); thence southeast along said curve concave to the east, having a radius of 75.00 feet, a central angle of 29°36'47", an arc distance of 38.76 feet to a point of tangency; thence south 46°10'00" east, 24.18 feet to a point of curvature of a curve concave to the south, having a radius of 10.00 feet, a central angle of 48°18'29" for an arc distance of 8.43 feet to a point of tangency; thence south 85°31'31" west, 6.57 feet to a point of curvature of a curve concave to the northeast, having a radius of 50.00 feet, a central angle of 86°43'55", an arc length of 75.69' back to the point of beginning. Containing 1520.21 square feet.

Description: (For Road Abandonment Section"B")
A portion of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 12 and 13, Block 5, according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:

Commencing at the northeast corner of lot 14, block 5, of said plantation island (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26" east, along said radial line, 30.59 feet to a point on a curve concave to the east (a radial line from said point bears north 73°26'47" east to the center point); thence northeast along said curve, having a radius of 75.00 feet, a central angle of 60°23'13", an arc distance of 79.05 feet to a point on the southerly line of said lot 12 (said point also being on the northerly right of way line of corsair road); thence south 43°50'00" west along said line, 49.97 feet to a point of curvature of a curve concave to the southeast, having a radius of 50.00 feet, a central angle of 51°35'59" an arc distance of 45.03 feet back to the point of beginning. Containing 1174.52 square feet.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 23rd day of March 2016.

Mayor Heather Carruthers	____
Mayor Pro Tem George Neugent	____
Commissioner Danny L. Kolhage	____
Commissioner Sylvia J. Murphy	____
Commissioner David Rice	____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor Heather Carruthers

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

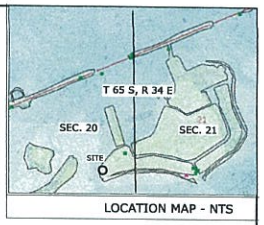
MAP OF BOUNDARY, TOPOGRAPHIC & MEAN HIGH WATER LINE SURVEY
LOT 14, BLOCK 4
PLANTATION ISLAND
DUCK KEY (PB 5-82)
MONROE COUNTY, FLORIDA

DESCRIPTION: (FOR ROAD ABANDONMENT "A")
A PORTION OF NAUTILUS STREET AND CORSAIR ROAD OF "PLANTATION ISLAND", DUCK KEY, ADJACENT TO LOT 14, BLOCK 5 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

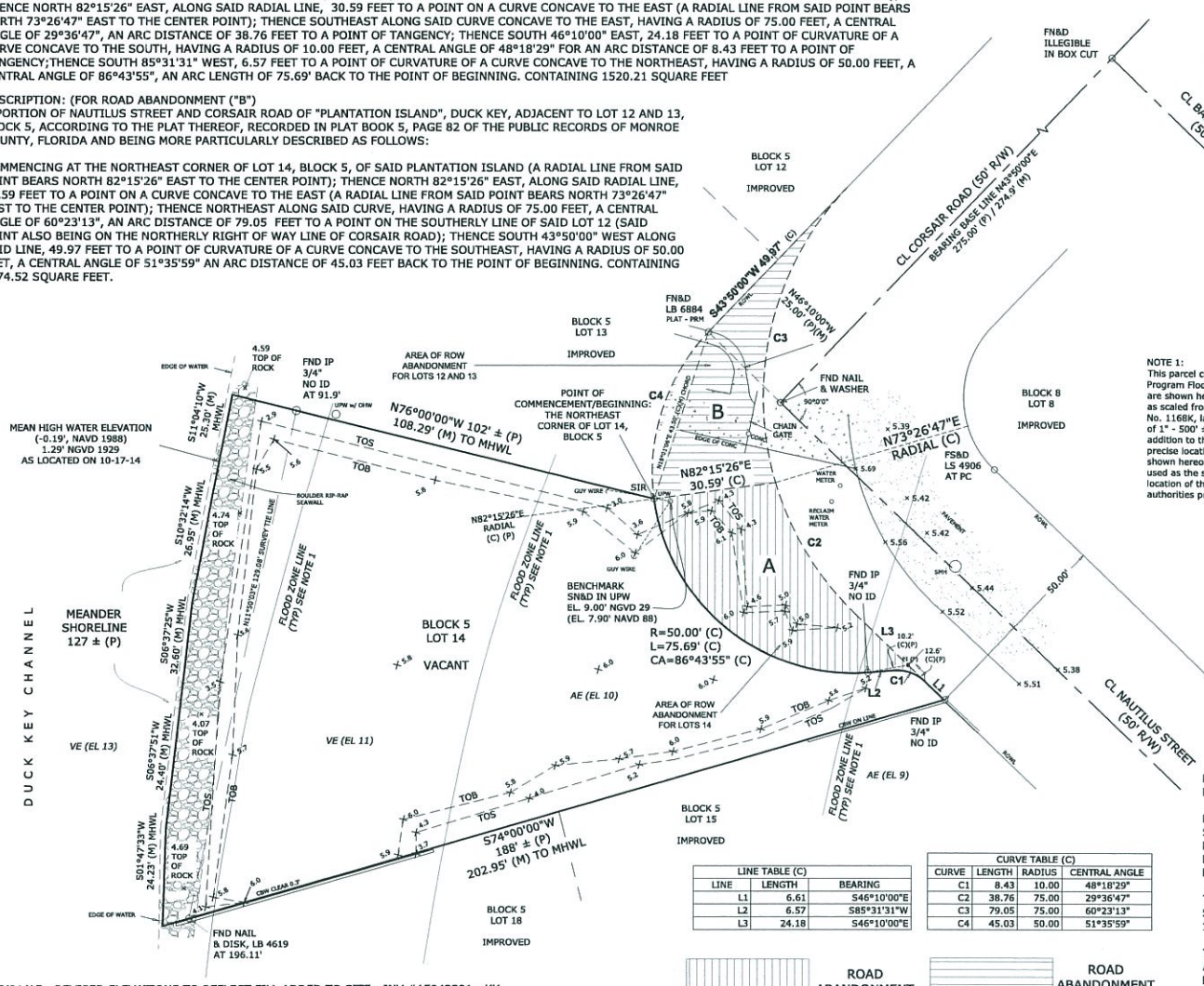
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 5, (A RADIAL LINE FROM SAID POINT BEARS NORTH 82°15'26" EAST TO THE CENTER POINT); THENCE NORTH 82°15'26" EAST, ALONG SAID RADIAL LINE, 30.59 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 73°26'47" EAST TO THE CENTER POINT); THENCE SOUTHEAST ALONG SAID CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 29°36'47", AN ARC DISTANCE OF 38.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°10'00" EAST, 24.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 48°18'29" FOR AN ARC DISTANCE OF 8.43 FEET TO A POINT OF TANGENCY;THENCE SOUTH 85°31'31" WEST, 6.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 86°43'55", AN ARC LENGTH OF 75.69' BACK TO THE POINT OF BEGINNING. CONTAINING 1520.21 SQUARE FEET

DESCRIPTION: (FOR ROAD ABANDONMENT ("B")
A PORTION OF NAUTILUS STREET AND CORSAIR ROAD OF "PLANTATION ISLAND", DUCK KEY, ADJACENT TO LOT 12 AND 13, BLOCK 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 14, BLOCK 5, OF SAID PLANTATION ISLAND (A RADIAL LINE FROM SAID POINT BEARS NORTH 82°15'26" EAST TO THE CENTER POINT); THENCE NORTH 82°15'26" EAST, ALONG SAID RADIAL LINE, 30.59 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 73°26'47" EAST TO THE CENTER POINT); THENCE NORTHEAST ALONG SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 60°23'13", AN ARC DISTANCE OF 79.05 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 12 (SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CORSAIR ROAD); THENCE SOUTH 43°50'00" WEST ALONG SAID LINE, 49.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 51°35'59" AN ARC DISTANCE OF 45.03 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1174.52 SQUARE FEET.



LOCATION MAP - NTS



NOTE 1:
This parcel crosses more than one National Flood Insurance Program Flood Zone line(s), the approximate location of which are shown hereon. These lines are approximate in their location, as scaled from F.E.M.A. Flood Insurance Rate Map 12087C, Panel No. 1168K, last revised on 02/18/05. The flood map is at a scale of 1" - 500' ±. At this scale the line itself is 10'± in width. In addition to the small scale the map is extremely vague, making precise location of the subject parcel impossible. These lines are shown hereon for informational purposes only, and should not be used as the sole criteria for determining construction limits. The location of these lines should be verified by the appropriate authorities prior to construction.

NORTH
ASSUMED FROM PLAT

SCALE: 1" = 20'

BEARING BASE:
THE CENTERLINE OF CORSAIR ROAD AT N43°50'00"E AS SHOWN UPON PLAT

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ADDRESS:
202 NAUTILUS STREET
DUCK KEY FLORIDA

ELEVATIONS SHOWN AS X.XX REFER TO NGVD29 VERTICAL DATUM

ELEVATIONS SHOWN AS (X.XX) REFER TO NAVD88 VERTICAL DATUM

FLOOD ZONES REFER TO NGVD 29 AS PER FIRM MAPS

I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP -
COMMUNITY NO.: 125129
MAP NO.: 12087C-1168K
MAP DATE: 02-18-05
REVISED EFFECTIVE DATE: 02-18-05
THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN FLOOD ZONES:
VE (EL 11), AE (EL 10) AND AE (EL 9)

HORIZONTAL & VERTICAL MEASUREMENTS WERE OBTAINED USING A TOTAL STATION & TDS RANGER DATA COLLECTOR.

LINE TABLE (C)		
LINE	LENGTH	BEARING
L1	6.61	S46°10'00"E
L2	6.57	S85°31'31"W
L3	24.18	S46°10'00"E

CURVE TABLE (C)			
CURVE	LENGTH	RADIUS	CENTRAL ANGLE
C1	8.43	10.00	48°18'29"
C2	38.76	75.00	29°36'47"
C3	79.05	75.00	60°23'13"
C4	45.03	50.00	51°35'59"

ROAD ABANDONMENT AREA "A"

ROAD ABANDONMENT AREA "B"

MEAN HIGH WATER SURVEY
FILE NUMBER IS # 5613

BENCHMARK USED: PID AA0366
STAMPING: A 329 1970
MARK LOGO: NGS
EL. 3.72', NAVD88
EL. 5.20', NGVD29

THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES

THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 3098

05/01/15 - REVISED ELEVATIONS TO REFLECT FILL ADDED TO SITE - INV #15042301 - KK
11/10/15 - REVISED TO ADD ROAD ABANDONMENT & LEGALS - KK
1/22/16 - REVISED TO ADD LEGALS - KK

LEGAL DESCRIPTION -

Lot 14, Block 15, PLANTATION ISLAND, DUCK KEY, according to the Plat thereof as recorded in Plat Book 5, Page 82, of the Public Records of Monroe County, Florida.

CERTIFIED TO -

D'Asign Source
Gray Nesbit, II Residence Trust No. 2

SCALE:	1"=20'
FIELD WORK DATE	10/17/14
REVISION DATE	01/22/16
SHEET	1 OF 1
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #:	14100302R

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED
ROBERT E. REECE, PSM 5632, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

NOTES:

THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR & MAPPER.

LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C = CALCULATED
C&G = 2' CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CBRW = CONCRETE BLOCK RETAINING WALL
CI = CURB INLET
CL = CENTERLINE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
C/S = CONCRETE SLAB
CVRD = COVERED
D = DEED
DEASE = DRAINAGE EASEMENT
DELTA = DELTA ANGLE
DMH = DRAINAGE MANHOLE
EB = ELECTRIC BOX
EL = ELEVATION
ELEV = ELEVATED
EM = ELECTRIC METER
ENCL = ENCLOSURE
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FND = FOUND
FN&D = FOUND NAIL & DISK (#XXXX)
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
GB = GRADE BREAK
GI = GRATE INLET
GL = GROUND LEVEL
GW = GUY WIRE
HB = HOSE BIB
IP = IRON PIPE
IR = IRON ROD
L = ARC LENGTH
LE = LOWER ENCLOSURE
LS = LANDSCAPING
M = MEASURED
MB = MAILBOX
MHWL = MEAN HIGH WATER LINE
MTLF = METAL FENCE
NAVD = NORTH AMERICAN VERTICAL DATUM (1988)
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OHW = OVERHEAD WIRES
P = PLAT
PC = POINT OF CURVE
PCC = POINT OF COMPOUND CURVE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PK = PARKER KALON NAIL
PM = PARKING METER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
ROL = ROOF OVERHANG LINE
ROWL = RIGHT OF WAY LINE
R/W = RIGHT OF WAY
SCO = SANITARY CLEAN-OUT
SNAD = SET NAIL & DISK LB 7846
SIR = SET IRON ROD ¾" LB 7846
SMH = SANITARY MANHOLE
SPV = SPRINKLER CONTROL VALVE
SV = SEWER VALVE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TS = TRAFFIC SIGN
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UPC = CONCRETE UTILITY POLE
UPM = METAL UTILITY POLE
UPW = WOOD UTILITY POLE
VB = VIDEO BOX
WD = WOOD DECK
WOF = WOOD FENCE
WL = WOOD LANDING
WM = WATER METER
WMACK LINE = LINE OF DEBRIS ON SHORE
WV = WATER VALVE
T = TREE
TBW = BUTTONWOOD
TGL = GUMBO LIMBO
TMA = MAHOGANY
TO = OAK
TPA = PALM
TPAC = COCONUT PALM
TPOIN = ROYAL POINCIANA
TSCH = SCHEFFLERA
TSG = SEAGRAPE
TUNK = UNKNOWN

Petitioner: Amedeo & Lynn D'Ascanio

RESOLUTION NO. 392 -2015

A RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING CONCERNING THE PROPOSED ABANDONMENT OF A PORTION OF THE RIGHT-OF-WAY OF NAUTILUS STREET AND CORSAIR ROAD OF "PLANTATION ISLAND", DUCK KEY, ADJACENT TO LOT 14, BLOCK 5 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to renounce and disclaim any right of the County and the public in and to the hereinafter streets, alley-ways, roads or highways,

WHEREAS, under Chapter 336, Florida Statutes, it is necessary to hold a public hearing after publishing due notice of said hearing in accordance with said Chapter, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Board will hold a public hearing on **December 9, 2015, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo, Florida,** to determine whether or not the Board will renounce and disclaim any right of the County and the public in and to the following described streets, alley-ways, roads, or highways as delineated on the hereinafter described map or plat, to-wit:

Description: (For Road Abandonment Section"A")

A portion of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 14, Block 5 according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:

Commencing at the northeast corner of said lot 14, block 5, (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26 east, 30.59 feet to a point on a curve concaving to the east (a radial line from said point bears north 73°26'47" east to the center point); thence southeast along said curve concave to the east, having a radius of 75.00 feet, a central angle of 29°36'47", an arc distance of 38.76 feet to a point of tangency; thence south 46°10'00" east, 24.18 feet to a point of curvature of a curve concave to the south, having a radius of 10.00 feet, a central angle of 48°18'29" for an arc distance of 8.43 feet to a point of tangency; thence south 85°31'31" west, 6.57 feet to a point of curvature of a curve concave to the northeast, having a radius of 50.00 feet, a central angle of 86°43'55", an arc length of 75.69' back to the point of commencement. Containing 1520.21 square feet.

Description: (for Road Abandonment Section "B")

A portion of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 12 and 13, Block 5, according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:

Beginning at the northeast corner of said lot 14, block 5, (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26" east,, along said radial line, 30.59 feet to a point on a curve concave to the east (a radial line from said point bears north 73°26'47" east to the center point); thence northeast along said curve, having a radius of 75.00 feet, a central angle of 60°23'13", an arc distance of 79.05 feet to a point on the southerly line of said lots 13 and 14 (said line also being the northerly right of way line of Corsair Road); thence south 43°50'00" west along said line, 49.97 feet to a point of curvature of a curve concave to the southeast, having a radius of 50.00 feet, a central angle of 51°35'59" an arc distance of 45.03 feet back to the point of commencement. Containing 1174.52 square feet."

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 17th day of November, 2015

Mayor Heather Carruthers	Yes
Mayor Pro Tem George Neugent	Not Present
Commissioner Danny L. Kolhage	Yes
Commissioner Sylvia J. Murphy	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 12/8/15

Petitioner: Amedeo & Lynn D'Ascanio

MONROE COUNTY, FLORIDA
RESOLUTION NO, 407 -2015

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS RENOUCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND PUBLIC IN AND TO THAT PORTION OF THE RIGHT-OF-WAY OF NAUTILUS STREET AND CORSAIR ROAD OF "PLANTATION ISLAND", DUCK KEY, ADJACENT TO LOT 14, BLOCK 5 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

WHEREAS, an application was filed by Amedeo & Lynn D'Ascanio to abandon a portion of the right-of-way of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 14, Block 5 according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to renounce and disclaim any right of the County and the public in and to the hereinafter right of way; and

WHEREAS, due notice has been published and a public hearing has been held in accordance with Chapter 336, Florida Statutes; and

WHEREAS, at said public hearing, the Board considered the argument of all parties present wishing to speak on the matter, and considered the renouncing and disclaiming of any right of the County and the public in and to the hereinafter described right of way as delineated on the hereafter described map or plan; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that it hereby renounces and disclaim any right of the County and public in and to the following described streets, alley-ways, roads, or highways as delineated on the hereinafter described map or plat, to-wit:

Description: (For Road Abandonment Section "A")
A portion of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 14, Block 5 according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:.

Commencing at the northeast corner of said lot 14, block 5, (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26 east, 30.59 feet to

a point on a curve concaving to the east (a radial line from said point bears north 73°26'47" east to the center point); thence northeast along said curve concave to the east, having a radius of 75.00 feet, a central angle of 60°23'13", an arc distance of 79.05 feet to a point on the southerly line of said Lots 13 and 14 (said line also being the northerly right of way line of Corsair Road); thence south 43°50'00" , west along said line, 49.97 feet to a point of curvature of a curve concave to the southeast, having a radius of a radius of 50.00 feet, a central angle of 51°35'39", an arc distance of 45.03 feet back to the point of commencement. containing 1174.52 square feet.

Description: (for Road Abandonment Section "B")
A portion of Nautilus Street and Corsair Road of "Plantation Island", Duck Key, adjacent to Lot 12 and 13, Block 5, according to the plat thereof, recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida and being more particularly described as follows:

Beginning at the northeast corner of said lot 14, block 5, (a radial line from said point bears north 82°15'26" east to the center point); thence north 82°15'26" east,, along said radial line, 30.59 feet to a point on a curve concave to the east (a radial line from said point bears north 73°26'47" east to the center point); thence northeast along said curve, having a radius of 75.00 feet, a central angle of 60°23'13", an arc distance of 79.05 feet to a point on the southerly line of said lots 13 and 14 (said line also being the northerly right of way line of Corsair Road); thence south 43°50'00" west along said line, 49.97 feet to a point of curvature of a curve concave to the southeast, having a radius of 50.00 feet, a central angle of 51°35'59" an arc distance of 45.03 feet back to the point of commencement. Containing 1174.52 square feet."

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 9th day of December, 2015.

Mayor Heather Carruthers	Yes
Mayor Pro Tem George Neugent	Yes
Commissioner Danny L. Kolhage	Yes
Commissioner Sylvia J. Murphy	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Heather Carruthers

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/19/15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Planning & Env. Resources

Bulk Item: Yes X No ___ Staff Contact /Phone #: Richard Jones/289-2805

AGENDA ITEM WORDING: Authorization for the Mayor to sign a letter identifying the priority of multiple County project applications being submitted for the 2016 Florida Fish & Wildlife Conservation Commission (FWC) Florida Boating Improvement Program (FBIP) grant funding cycle, including (in order of priority): 1) Removal of thirty-five derelict vessels, 2) Repairs at the Harry Harris Park launching facility, 3) Construction of a new kayak launching facility at Geiger Key, 4) Construction and repairs at the Gulf View Park (Barcelona) launching facility, and 5) Construction of a new kayak launching facility at Palm Villa Park.

ITEM BACKGROUND: The FWC FBIP grant program provides annual grant funding for boating and waterway projects under the categories of Boating Access Facilities, Derelict Vessel Removal, Boater Education, and Other Local Boating Related Activities (see attached current FBIP Guidelines). The application period for the FY'2016-2017 grant cycle is February 1, 2016 through March 31, 2016. The Marine Resources Office, which routinely applies for FBIP funding, is submitting a derelict vessel removal grant application in the estimated amount of $177,549 to remove (an anticipated) 35 vessels, under the category of Derelict Vessel Removal. Project Management is submitting FBIP grant applications for four projects under the category of Boating Access Facilities, including: new kayak launch facilities at Geiger Key in the amount of $100,000 and Palm Villa Park in the amount of $85,000, and construction/repair of launching facilities at Harry Harris Park in the amount of $50,000 and at Gulf View Park (i.e. Barcelona) boat ramp in the amount of $100,000.

Current FBIP Guidelines require that multiple applications from an applicant be prioritized. Prioritization does not allow for additional/bonus points to be assigned by the FBIP evaluation committee, but rather provides additional information to the evaluator. Staff has provided a matrix (attached) of applicable FBIP application evaluation criteria and indicated (with 'X') which criteria each specific grant application meets. The matrix indicates that the five projects should rank (by the evaluation committee) similarly, with only the Harry Harris ramp project ranking slightly lower. Based on the matrix information, and the current County needs, staff has provided the attached letter for the Mayor to sign which provides prioritization of the five projects in the following order:

1) Removal of thirty-five derelict vessels
2) Repairs at the Harry Harris Park launching facility
3) Construction of a new kayak launching facility at Geiger Key
4) Construction and repairs at the Gulf View Park (Barcelona) launching facility
5) Construction of a new kayak launching facility at Palm Villa Park

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval of Authorization

TOTAL COST: N/A **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney X OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugent, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

March 23, 2016

Florida Boating Improvement Program
Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
620 South Meridian Street, Room 235

To whom it may concern:

Monroe County greatly appreciates the Florida Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Program (FBIP) grant funding opportunities, and funding that has been awarded in the past to the County for boating and waterways related projects.

For FY'2016-2017 Monroe County is submitting multiple grant applications for important projects to help provide increased public water access, and that help keep our water clean and free of navigational hazards. The Board of County Commissioners (BOCC) is submitting one project application under the category of Derelict Vessel Removal and four project applications under the category of Boating Access Facilities. In accordance with current FBIP Guidelines, the BOCC identified the priority of the five projects at its March 23, 2016, BOCC meeting. The priority is as follows:

1) Removal of thirty-five derelict vessels
2) Repairs at the Harry Harris Park launching facility
3) Construction of a new kayak launching facility at Geiger Key
4) Construction and repairs at the Gulf View Park (Barcelona) launching facility
5) Construction of a new kayak launching facility at Palm Villa Park

Thank you for your consideration of funding assistance for the above boating and waterway projects.

Sincerely,

Heather Carruthers, Mayor
Monroe County Commission District 3

FBIP Evaluation Criteria Matrix

		Removal of 35 derelict vessels	Harry Harris Boat Ramp Repair*	Gulf View Dock Installation and Shoreline Repair*	Geiger Key Kayak Launch*	Palm Park Villa Kayak Launch*
Part A: Qualitative Evaluation						
Derelict Vessel Category	**Boating Access Category***					
1. Project will improve recreational boating access by removing derelict vessels that pose a threat to navigation	1. Project will increase boating access through additional launch lanes, additional parking, or additional tie-ups/moorings	X	-	X	X	X
2. A reasonable attempt been made to identify vessel owners and to have the owners remove their vessels	2. Project site provides access to significant boating opportunities (ie. access to salt water, new public access to a water body)	X	X	X	X	X
3. Project provides for derelict vessels to be used in the construction of permitted artificial reef sites or recycled as scrap metal	3. Project site provides adequate parking & amenities such as restrooms, boarding docks, staging areas, utilities hook ups, & educational kiosks	X	X	X	X	X
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	Same	X	X	X	X	X
5. Project provides for a documented need	Same	X	X	X	X	X
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	Same	X	X	X	X	X
7. Project is cost efficient and provides high value	Same	X	X	X	X	X
Part B: Technical Evaluation						
1. Does Total Project Cost meet criteria for points (≤$200k for dv or ≤$400k for boating access)?	Same	X	X	X	X	X
2. Does Project provide a 25% or greater County match?	Same	X	X	X	X	X
3a. Complete application with all necessary attachments submitted by due date	Same	X	X	X	X	X
3b. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	Same	X	X	X	X	X
Bonus Points						
Is Project located in a county with a population of 100,000 or less?	Same	X	X	X	X	X

Florida Boating Improvement Program Guidelines

January 2015

Florida Fish and Wildlife Conservation Commission

MyFWC.com

Division of Law Enforcement

Boating and Waterways Section

Florida Boating Improvement Program

620 South Meridian Street
Tallahassee, FL
32399-1600

Tel: (850) 488-5600
Fax: (850) 488-9284
E-mail:
FBIP@MyFWC.com

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SECTION I – INTRODUCTION

1.1 Purpose

The Florida Fish and Wildlife Conservation Commission (Commission) pursuant to Sections 206.606 and 327.47, F.S., is charged with providing funding through competitive grants for projects designed to serve the needs of boaters and boating-related activities on coastal and inland waters within the State. General provisions, requirements, and information stated herein, together with attachments, and applicable laws and rules, incorporated herein by reference, constitute the program guidelines of the Florida Boating Improvement Program (FBIP).

1.2 Statutory Authority

The FBIP is established in accordance with ss. 206.606(1)(b)3., F.S., to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities.

Section 327.47, F.S. authorizes the Commission to fund projects through a competitive grant program for the construction and maintenance of publicly owned boat ramps, piers and docks, boater education and economic development initiatives that promote boating in the state.

Section 328.72(15), F.S. authorizes a competitive grants program for public launching facilities.

1.3 Source of Funds

Section 206.606(1)(b)1., F.S., provides that a minimum of $1.25 million of the funds collected from fuel sales tax that is transferred to the State Game Trust Fund shall be used to fund local projects to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and other local boating-related activities.

Section 327.47, F.S. authorizes the Commission to fund projects through a competitive grant program using a portion of the moneys attributable to the sale of motor and diesel fuel at marinas transferred to the Marine Resources Conservation Trust Fund pursuant to Section 206.606(1)(d), F.S.

Section 328.72(15), F.S. provides $1 from each recreational vessel registration fee to be deposited into the Marine Resources Conservation Trust Fund to fund a grant program for public launching facilities.

SECTION II – DEFINITIONS

The following definitions are provided for further explanation of terms stated herein and shall have the meanings indicated which are applicable to both the singular and plural thereof:

ACCESS ROAD: Roadway to provide motor vehicle access to a boat ramp or other public launching facility. Does not include a public thoroughfare or through street.

AGREEMENT: Written document under which the Recipient and Commission mutually agree to carry out respective responsibilities for a fixed period, unless amended by mutual consent.

AGREEMENT PERIOD: Number of days or the dates stated in the Agreement to complete the Project.

APPLICANT: Eligible participant that submits an Application for Program Funds to the Commission during an announced Application Submission Period.

APPLICATION: A formal request for Program funds by an Applicant on the form approved by the Commission and with required documentation.

APPLICATION SUBMISSION PERIOD: The formally announced period of time provided by the Commission for the submission of Applications by eligible participants for Program Funds.

BOARDING DOCKS: A fixed, floating, or adjustable structure extending parallel to the launch ramp and designed to permit mooring of a watercraft in such a way as to facilitate boarding or exiting the craft.

BOAT RAMP: A graded and surfaced slope consisting of one or more launching lanes constructed of concrete, timber, or asphalt, which is extending from the shoreline into the body of water and partially above and below the water surface. It is designed to accommodate launching or retrieving a boat from or to a trailer.

COMMISSION: Florida Fish and Wildlife Conservation Commission.

DOCKS (PIERS): A fixed or floating structure, including access walkways, terminal platforms, catwalks, mooring pilings, lifts, davits, and other associated water-dependent structures used for mooring and accessing vessels.

MARINA: Licensed commercial facility which provides secured public moorings or dry storage for vessels on a leased basis.

PROGRAM ADMINISTRATOR: The Commission's staff member designated by the Director, Division of Law Enforcement, to manage the Florida Boating Improvement Program.

PROGRAM FUNDS: Funds appropriated for the Florida Boating Improvement Program as specified in Sections 206.606 and 370.0603, Florida Statutes.

PROJECT: Component(s) designed to provide additional or enhanced boating access that meet criteria.

PROJECT COMPLETION CERTIFICATION: Form completed by the Recipient certifying that the Project is completed in accordance with the Agreement.

PUBLIC LAUNCHING FACILITY: A boat ramp, lift, hoist, marine railway or similar facility for launching and retrieving vessels from the water; includes associated amenities like boarding docks and boat trailer parking.

RECIPIENT: The Applicant that has been awarded Program funds and party responsible for completing the project and the operation and maintenance of the site.

RECREATIONAL CHANNEL MARKING: Labor and materials to provide and install any device external to a vessel intended to assist a mariner to determine position or safe course, warn of dangers or obstructions to navigation, or to alert the mariner of various regulatory matters.

RURAL AREA OF CRITICAL ECONOMIC CONCERN: A region composed of rural communities adversely affected by extraordinary economic events, meet the criteria stipulated in Section 288.0656, Florida Statutes, and designated as established by Executive Order.

SECTION III – ELIGIBILITY

3.1 Eligible Participants

Eligible participants shall include county governments, municipalities and other local governmental entities of the State of Florida.

3.2 Eligible Uses of Program Funds

Only those funds necessary for the planning, design, engineering, permitting, development, new construction, expansion or rehabilitation of projects statewide on coastal and inland waters that enhance recreational boating for motorized vessels through projects in the following categories:

A. Recreational Channel Marking and Other Uniform Waterway Markers:

- Costs associated with the installation, repair, or replacement of signs or buoys marking an FWC permitted boating restricted zone.
- Costs associated with the installation, repair, or replacement of permitted signs or buoys marking a channel to/from a recreational boating access facility.
- Costs associated with the installation, repair, or replacement of permitted signs or buoys which provide information to recreational boaters (other than aids to navigation).

B. Boating Access Facilities:

- Costs associated with the design, engineering, permitting, construction, repair, or enhancement of publicly owned boat ramps, lifts, hoists, marine railways, other public launching facilities, and associated amenities for recreational boaters.

- Costs associated with the design, engineering, permitting, construction, repair, or enhancement of publicly-owned piers and docks, mooring fields, and associated amenities for recreational boaters.

- Costs associated with the design, engineering, permitting, construction, repair, or enhancement of associated amenities for recreational boaters. Eligible amenities include boarding docks, staging areas, restrooms, trailer parking, access roads, dry storage facilities, utilities hook-ups, laundry facilities, fueling docks and educational kiosks.

C. Derelict Vessel Removal:

- Costs for the removal and disposal of derelict vessels as defined in section 823.11, Florida Statutes. A sworn law enforcement officer must determine a vessel meets the definition in statute and this determination must be verified by the Commission in the Florida Fish and Wildlife Conservation Commission's Statewide At-Risk and Derelict Vessel Database to be eligible for removal.

- Only derelict vessels that are located on the public waters of the state may be removed with grant funds.

D. Boater Education:

- Costs associated with projects that will increase public knowledge of boating issues through brochures, pamphlets, boaters guides, educational programs, or kiosks.

E. Other Local Boating-Related Activities:

- Costs associated with non-construction projects that increase or enhance boating access for recreational boaters including, but not limited to, research, studies, or planning to determine the need for additional boating access or improvements.

- Costs associated with projects that improve boater safety, boater education, or boater understanding of waterway regulations.

- Costs associated with construction projects (excluding boat ramps, lifts, hoists, marine railways, piers, docks, or other public launching facilities) that increase boating access for recreational boaters.

- Costs associated with projects that provide economic development and promote boating in the state.

The Commission reserves the right to use Program funds to fulfill the non-federal match requirements for grants funded through the Sport Fish Restoration Act Boating Access Program in order to make best use of available resources.

3.3 Ineligible Uses of Program Funds

Program Funds will not be awarded for projects that do not directly relate to the enhancement of boating or boating access within the state. Costs listed below are **not** eligible for reimbursement under this Program:

- Costs for the construction or repair of any facilities not directly related to boating access (such as park benches, gazebos, trails, fishing piers, picnic areas, general parking for picnic areas, restrooms and walkways for picnic areas, etc.)
- Costs for the construction or repair of any boating access facilities not open to the general public on a first come, first served basis with no qualifying requirements such as club membership or stock ownership or equity interest.
- Costs associated with preparation of grant application(s). This includes overhead, payroll, salaries or accounting costs.
- Costs related to the acquisition of real property.
- Costs for any legal fees.
- Costs associated with ordinary operation, or routine maintenance of the proposed project. This includes costs to provide power, water or sewer or any other utilities or services to the facility for the stipulated length of the Grant Agreement.
- Costs expended for any type or form of security activities, watchmen, fee collection, maintenance or other personnel costs.
- Costs associated with the acquisition or use of any type of equipment such as park equipment, vehicles, lawn care, dredge, computers, projectors, or other capital equipment used for operation and maintenance of the existing or completed project.
- Costs associated or directly related to a component of a project that would create or increase a boating safety hazard.
- Costs for any type of general business, marketing or promotional plans.

SECTION IV– FUNDING

4.1 Appropriation

The Commission's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature.

4.2 Cost Share

Applicants must agree to provide a share of the total project cost. The applicant's cost share may be in the form of in-kind services or cash expenditures.

In-kind services include:

- The cost of administration/contract management, project management, labor, materials, and equipment provided through in-house resources of the Applicant.
- In-kind project administration may not be more than 5% of the total project cost and in-kind project management may not be more than 10% of the total project cost.

Cash expenditures may be in the form of the following:

- Services paid for by the Applicant for master plan or other engineering and/or consultant services.
- Construction expenditures paid for by the Applicant.
- Other expenditures paid by the Applicant directly related to the grant-funded project and not listed as ineligible costs. **Cash expenditures for items listed as ineligible uses of program funds in Section 3.3 may not be used as the Applicant's cost share.**

Applicants are encouraged to seek cash funds from other sources including state or local grants to help leverage the maximum amount of grant funds available. However, Applicants can use the county-retained portion of vessel registration fees for recreational channel markers, derelict vessel removal, and public launching facility projects only.

Applications for projects that are located within a current Rural Area of Critical Economic Concern, as established by Executive Order, will be given additional consideration by automatically being assigned the maximum points for cost share in the Evaluation Criteria (Attachment I).

4.3 Advanced Funds

The Commission will not approve a request for any advance in Program Funds. The Recipient must have the financial capability to process invoices and make timely payments to

contractors, vendors, etc. pending receipt of Program funds for reimbursement of project expenses.

4.4 Pre-Award Costs

Costs for surveys, environmental reviews, working drawings, construction plans and specifications, engineering, design, or permitting required to begin a project are allowable as pre-award costs or pre-award cost share, **only** if the application clearly identifies the costs as occurring prior to the application being submitted, and a detailed explanation is provided as to why the costs were necessary prior to the application being submitted.

4.5 Phased Projects

Applications for large projects may be submitted in phases, over several years, to maximize funding; however, funding for an initial phase does not guarantee funding for subsequent phases.

SECTION V– APPLICATION PROCESS

5.1 Submission Period

The Commission will announce the application submission period in the "Florida Administrative Register" before February 1 of each year. Applications must be submitted within 60 days after the announcement date or by the deadline in the announcement, whichever is later. The application submission period will also be announced on the Web at http://MyFWC.com. The Commission will also notify eligible participants who have contacted the Commission. The Commission may announce additional application submission periods if funds become available after the initial submission period. Applications submitted after the submission period deadline will be returned to the applicant.

5.2 Submission Address

Applicants must deliver applications on or before the last day of the announced submission period(s), no later than the close of business to the following address:

Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
620 South Meridian Street, Room 235
Tallahassee, Florida 32399-1600.

5.3 Application Form and Instructions

Applicants must submit applications on the FBIP Application Forms (FWC/FBIP-A through FWC/FBIP-E) incorporated herein by reference. The FBIP Application Forms and Instructions may be obtained from the Commission's Web site, http://www.MyFWC.com/boating/grant-programs/fbip/.

Instructions will include how to complete the application and the correct format for submission. The Applicant shall submit a hard (paper) copy, **as well as an electronic version**. The correct number of copies, as indicated on the Application Form and Instructions, **must** be submitted or the Application will be considered incomplete.

For an application to be considered complete, the application form must contain all requested information, be signed by the authorized individual, and include **all required** attachments.

5.4 Cover Letter

A cover letter addressed to the FBIP Program Administrator must accompany the original application(s) requesting consideration of the project(s), identifying the priority of multiple projects, and any other pertinent information.

5.5 Authorization to Apply

Applications must include documentation authorizing the Project Manager to apply for and administer the grant on behalf of the applicant. Acceptable documentation includes, but is not limited to, adopted resolutions by the Governing Body, ordinances, charters, by-laws, and adopted rules or policies. Approved motions, or consent agenda items, will not be accepted.

5.6 Checklist (Attachments)

An Application Submission Checklist is included as part of the Application and Instructions (Attachment II) to assist the Applicant with submission of all required documentation and attachments.

5.7 Application Acceptance

Upon closing of the application submission period, Commission staff will assign a Grant Application Number and outline the review process in an acceptance letter back to each Applicant. Grantees will use this Grant Number for all future correspondence regarding that Application and/or Project.

5.8 Incomplete Applications

Applications will be reviewed for completeness and compliance to the program guidelines and all applicable statutes and rules. The applicant will be notified if any portion of the application is incomplete or considered to be in noncompliance with program guidelines. Applicants will be given 30 days from the date of the notification to provide the necessary information or documentation. Failure to provide the requested information or documentation within this time period will result in the application not being considered for funding.

5.9 Resubmissions

If an application is not awarded funding for a given fiscal year, applicants must reapply by submitting a new grant application during a future submission period. The Commission will not retain applications for reconsideration.

If an application is awarded funding, but the applicant declines the award, the applicant must reapply during a future submission period.

5.10 Evaluation Criteria

An eligible Application will be evaluated according to the Evaluation Criteria, incorporated herein as Attachment I, for each project type category. The maximum score for each factor and element is indicated in parenthesis ( ). An Evaluation Committee will assign a total point score for each Application.

5.11 Priority Consideration

Bonus points, as stipulated in the Evaluation Criteria, will be awarded based on priority consideration established in s. 206.606 and 328.72, Florida Statutes.

If a municipality is located within a county that meets the criteria stipulated for priority consideration, that municipality shall also be given priority.

Counties must submit an annual detailed accounting report of vessel registration revenues to the Fish and Wildlife Conservation Commission as required in Section 328.72(15), Florida Statues, to be eligible for bonus points.

If applicable, bonus points will be added to the score for the qualitative evaluation and the technical evaluation to determine an applicant's final score.

5.12 Evaluation Committee

Applications will be reviewed and scored by an Evaluation Committee comprised of the FBIP Program Administrator and no more than six (6) evaluators, appointed by the Director of the Division of Law Enforcement. Each evaluator will review and assign a score to each application based on the Evaluation Criteria found in Attachment I. The final score for each application will be the average of the individual evaluator's scores. The FBIP Program Administrator will serve as chair of the Committee, but will not assign a score to the applications.

5.13 Minimum Score

An application must receive a minimum of 50 percent of the points available through the qualitative evaluation and a minimum of 65 percent of the total points available to be eligible for funding.

5.14 Grant Awards

Complete applications that meet the minimum required score will be ranked on a list in descending order according to total assigned points. Grants will be awarded to the higher ranking applications until all funds have been awarded.

SECTION VI– AGREEMENT

6.1 Grant Agreement

Upon approval of a project for funding, the Recipient and the Commission shall enter into a Grant Agreement. This Grant Agreement will describe the responsibilities of both parties, terms and conditions particular to each project, and incorporate applicable statutes, rules, and policies. Unless otherwise specified herein or in the Agreement, a project may not commence until the Grant Agreement is fully executed by all parties.

If it is necessary that the project begin before the Agreement is executed, the Recipient must submit a request in writing that includes a detailed justification explaining why it was necessary. If approved, the Commission will include a provision in the Agreement authorizing pre-agreement costs. Costs for any portion of a project initiated or completed prior to the execution of the Agreement, **will not** be reimbursed unless specifically requested by the Recipient and approved by the Commission. Pre-agreement costs for construction activities, including installation of uniform waterway markers, will be approved only to correct or prevent a recognized public safety issue. Pre-agreement costs for derelict vessel removal will be approved only when the vessel is deemed an imminent threat to public safety by the Commission's Division of Law Enforcement. No other pre-agreement costs will be approved, unless approved as pre-award costs by the Evaluation Committee.

6.2 Term of Agreement

The Agreement, unless modified by mutual consent of both parties, shall bind the parties for a period of 20 years or as stipulated in the Agreement.

6.3 Execution of Agreement

Upon receipt of the Agreement from the Commission, the Recipient must sign the Agreement and return it to the Commission **within 90 days**. Failure to execute the Agreement within the 90-day period will render the grant null and void, unless the Recipient requests an extension and provides a detailed justification.

6.4 Agreement Funding

The Agreement will specify if the project will be funded by State of Florida program funds or federal funds administered by the Commission, and all applicable requirements.

SECTION VII – COMPLIANCE REQUIREMENTS

7.1 Projects for construction must be fully permitted by all permitting agencies before funding for construction can be awarded. If projects are not fully permitted at the time of award, applicants will be awarded funds for planning/pre-construction costs only. Applicants must provide a copy of all construction permits to the Commission within 12 months following the execution of the Grant Agreement in order to receive grant funds for construction.

7.2 The project must comply with all local, state, and federal regulations, including the Manatee Protection Plan, if applicable.

7.3 Failure to complete the project and make final payment request to the Commission within the stipulated period will result in project termination and possible loss of Program funds.

7.4 The Recipient shall inform the Commission staff of any changes or time delays incurred with the project, and provide at least 60 days notice prior to the termination date or the Phase I due date, whichever is earlier, if delays require an amendment to the Agreement.

7.5 The Recipient must agree to provide, for the period of the Agreement, any and all costs for ordinary and routine operations and maintenance of the facilities that were funded in whole or in part through this Program, including equipment or service, and supplies costs.

7.6 The Recipient must agree to comply with all local and state laws related to procurement for any labor, equipment, materials, facilities, construction and other services related to the project funded.

7.7 The Commission reserves the right to review and approve any and all fees proposed for projects, funded in whole or in part by this Program, for the term of the Agreement to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating related purpose.

7.8 The Recipient shall ensure, to the maximum extent possible, that facilities or programs funded, in whole or in part by Program funds, are made available to the general public without regard to race, creed, color, national origin, age, sex, or disability.

7.9 Public information produced with assistance from this Program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

7.10 Work shall begin or project initiated within 90 days of execution of the Agreement, unless delay is of no fault of the Recipient, or the Agreement shall be cancelled.

7.11 The Recipient shall make every effort to avoid cost overruns on a project. If the total cost of the project exceeds the grant amount and match, the Recipient shall assume liability for any additional cost.

7.12 The Recipient, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's official logo for launching projects, or shall attach a permanent plaque for marine projects, or use some other manner of acknowledgement for non-construction projects, approved by the Commission, identifying the Florida Boating Improvement Program as a funding source for the Project.

7.13 Land owned by the Recipient that is developed with funds from this Program shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public. The dedication shall be recorded in public property records by the Recipient. Land under control other than by ownership by the Recipient (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) and developed with funds from this Program shall be managed by the Recipient for a minimum period of twenty (20) years from the completion date of the Project.

7.14 The Recipient shall forward one copy of any bid package to the Commission's Program Administrator for review prior to soliciting for quotations or commencing any work.

7.15 A Grant Agreement will be terminated and Program Funds returned to the Commission for non-compliance with any of the terms of the Agreement, the rule, or these guidelines, unless the non-compliance is rectified by the Recipient.

7.16 A Grant Recipient receiving federal funds shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grant Recipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the Commission by the federal agency issuing the grant award.

7.17 A Grant Recipient receiving federal funds shall certify that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grant Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with the Grant Award, the Grant Recipient shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grant Recipient shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

7.18 Pursuant to the Lobbying Disclosure Act of 1995, the Grant Recipient agrees to refrain from entering into any subcontracts under this Grant Award with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

7.19 Contingency fees are prohibited. Applicants must agree that they have not, or will not, pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the applicant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of a grant from this Program.

7.20 A Grant Recipient shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the recipient during the term of the grant agreement. Additionally the grant recipient, in any subcontracts for the performance of work or services pursuant to the grant's scope of work, shall include the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

7.21 The Commission recommends grant recipients comply with the States Organization for Boating Access (SOBA) Design Handbook For Recreational Boating & Fishing Facilities when designing or building boating access facilities. A copy of the Design Handbook may be ordered from the SOBA Web site at http://sobaus.org.

Evaluation Criteria for Grant Applications for Recreational Channel Marking

Part A: Qualitative Evaluation

	Points
1. Project corrects or prevents a navigation problem	0 – 10
2. Project promotes boating safety or boater understanding of waterway regulations	0 – 10
3. Project marks a new or previously unmarked boating restricted zone, or replaces markers that were posted over five years prior to application	0 – 10
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	0 – 10
5. Project provides for a documented need	0 – 10
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	0 – 10
7. Project is cost efficient and provides high value	0 – 10
Total possible points =	70

Part B: Technical Evaluation

	Points
1. Total project cost (grant request plus matching funds) is …	
a. Less than or equal to $50,000	10
b. Greater than $50,000 and less than or equal to $200,000	5
c. Greater than $200,000	0
Total possible points =	10
2. Cost Share (Cash plus non-cash)	
a. Applicant's share is equal to or greater than 50% of total project cost	10
b. Applicant's share is at least 25% but less than 50% of total project cost.	5
c. Applicant's share is less than 25% of total project cost.	0
Total possible points =	10
3. Application preparation	
a. Complete application with all necessary attachments submitted by due date	5
a. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	5
Total possible points =	10

Part C: Bonus Points

Five bonus points will be awarded to Projects located in a county with a population of 100,000 or less, or Projects located in a coastal county with a high level of boating-related activities from individuals residing in other counties.

Part D: Tie-Breaker System

If two or more Applications receive the same score as a result of the above scoring process, the following tie-breaker system will be used in the order listed to decide the priority ranking:

1. The Application submitted is for a project located in a county having a population of 100,000 or less, or a coastal county with a high level of boating related activities from individuals residing in other counties.

2. The Applicant having received the lowest amount of program funds during the previous three fiscal years receives the higher priority.

3. Applications submitted by counties, or municipalities within counties, with the highest number of registered vessels for the year prior to the grant period.

Evaluation Criteria for Grant Applications for Boating Access Facilities

Part A: Qualitative Evaluation

	Points
1. Project will increase boating access through additional launch lanes, additional parking, or additional tie-ups/moorings	0 – 10
2. Project site provides access to significant boating opportunities (ie. access to fresh water and salt water, access to a chain of lakes, new public access to a water body)	0 – 10
3. Project site provides adequate parking and amenities such as restrooms, boarding docks, staging areas, utilities hook ups, and educational kiosks	0 – 10
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	0 – 10
5. Project provides for a documented need	0 – 10
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	0 – 10
7. Project is cost efficient and provides high value	0 – 10
Total possible points =	70

Part B: Technical Evaluation

	Points
1. Total project cost (grant request plus matching funds) is …	
a. Less than or equal to $200,000	10
b. Greater than $200,000 and less than or equal to $400,000	5
c. Greater than $400,000	0
Total possible points =	10
2. Cost Share (Cash plus non-cash)	
a. Applicant's share is equal to or greater than 50% of total project cost	10
b. Applicant's share is at least 25% but less than 50% of total project cost.	5
c. Applicant's share is less than 25% of total project cost.	0
Total possible points =	10
3. Application preparation	
a. Complete application with all necessary attachments submitted by due date	5
b. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	5
Total possible points =	10

Part C: Bonus Points

1. Five bonus points will be awarded to Projects located in a county with a population of 100,000 or less, or Projects located in a coastal county with a high level of boating-related activities from individuals residing in other counties.

2. For public launching facilities only, five bonus points will be awarded to Projects located in a county with 35,000 or more registered vessels.

Part D: Tie-Breaker System

If two or more Applications receive the same score as a result of the above scoring process, the following tie-breaker system will be used in the order listed to decide the priority ranking:

1. The Application submitted is for a project located in a county having a population of 100,000 or less, or a coastal county with a high level of boating related activities from individuals residing in other counties.

2. The Applicant having received the lowest amount of program funds during the previous three fiscal years receives the higher priority.

3. Applications submitted by counties, or municipalities within counties, with the highest number of registered vessels for the year prior to the grant period.

Evaluation Criteria for Grant Applications for Derelict Vessel Removal

Part A: Qualitative Evaluation

	Points
1. Project will improve recreational boating access by removing derelict vessels that pose a threat to navigation	0 – 10
2. A reasonable attempt has been made to identify vessel owners and to have the owners remove their vessels	0 – 10
3. Project provides for derelict vessels to be used in the construction of permitted artificial reef sites or recycled as scrap metal	0 – 10
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	0 – 10
5. Project provides for a documented need	0 – 10
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	0 – 10
7. Project is cost efficient and provides high value	0 – 10
Total possible points =	70

Part B: Technical Evaluation

	Points
1. Total project cost (grant request plus matching funds) is …	
a. Less than or equal to $100,000	10
b. Greater than $100,000 and less than or equal to $200,000	5
c. Greater than $200,000	0
Total possible points =	10
2. Cost Share (Cash plus non-cash)	
a. Applicant's share is equal to or greater than 50% of total project cost	10
b. Applicant's share is at least 25% but less than 50% of total project cost.	5
c. Applicant's share is less than 25% of total project cost.	0
Total possible points =	10
3. Application preparation	
a. Complete application with all necessary attachments submitted by due date	5
b. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	5
Total possible points =	10

Part C: Bonus Points

Five bonus points will be awarded to Projects located in a county with a population of 100,000 or less, or Projects located in a coastal county with a high level of boating-related activities from individuals residing in other counties.

Part D: Tie-Breaker System

If two or more Applications receive the same score as a result of the above scoring process, the following tie-breaker system will be used in the order listed to decide the priority ranking:

1. The Application submitted is for a project located in a county having a population of 100,000 or less, or a coastal county with a high level of boating related activities from individuals residing in other counties.

2. The Applicant having received the lowest amount of program funds during the previous three fiscal years receives the higher priority.

3. Applications submitted by counties, or municipalities within counties, with the highest number of registered vessels for the year prior to the grant period.

Evaluation Criteria for Grant Applications for Boater Education

Part A: Qualitative Evaluation

	Points
1. Project will increase public knowledge of boating issues or boater understanding of waterway regulations	0 – 10
2. Project is aimed at an appropriate target audience using an appropriate delivery method	0 – 10
3. Project uses innovative or creative techniques or creates a pilot project which may be used statewide	0 – 10
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	0 – 10
5. Project provides for a documented need	0 – 10
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	0 – 10
7. Project is cost efficient and provides high value	0 – 10
Total possible points =	70

Part B: Technical Evaluation

	Points
1. Total project cost (grant request plus matching funds) is …	
a. Less than or equal to $50,000	10
b. Greater than $50,000 and less than or equal to $200,000	5
c. Greater than $200,000	0
Total possible points =	10
2. Cost Share (Cash plus non-cash)	
a. Applicant's share is equal to or greater than 50% of total project cost	10
b. Applicant's share is at least 25% but less than 50% of total project cost.	5
c. Applicant's share is less than 25% of total project cost.	0
Total possible points =	10
3. Application preparation	
a. Complete application with all necessary attachments submitted by due date	5
b. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	5
Total possible points =	10

Tie-Breaker System

If two or more Applications receive the same score as a result of the above scoring process, the following tie-breaker system will be used in the order listed to decide the priority ranking:

1. The Applicant having received the lowest amount of program funds during the previous three fiscal years receives the highest priority.

2. The application submitted is for a project located within a Rural Area of Critical Economic Concern as defined in the Policies and Guidelines.

3. Applications submitted by counties, or municipalities within counties, with the highest number of registered vessels for the year prior to the grant period.

Evaluation Criteria for Grant Applications for Other Local Boating-Related Activities

Part A: Qualitative Evaluation

	Points
1. Project increases boating access, improves boater safety, boater education or boater understanding of waterway regulations	0 – 10
2. Project provides economic benefits and promotes boating	0 – 10
3. Project uses innovative or creative techniques to increase boating access or enhance recreational boating	0 – 10
4. Project will enhance or improve boating or boating access and provides a benefit to boaters	0 – 10
5. Project provides for a documented need	0 – 10
6. Project has clearly defined scope of work including goals, approach, tasks, and deliverables	0 – 10
7. Project is cost efficient and provides high value	0 – 10
Total possible points =	70

Part B: Technical Evaluation

	Points
1. Total project cost (grant request plus matching funds) is …	
a. Less than or equal to $100,000	10
b. Greater than $100,000 and less than or equal to $200,000	5
c. Greater than $200,000	0
Total possible points =	10
2. Cost Share (Cash plus non-cash)	
a. Applicant's share is equal to or greater than 50% of total project cost	10
b. Applicant's share is at least 25% but less than 50% of total project cost.	5
c. Applicant's share is less than 25% of total project cost.	0
Total possible points =	10
3. Application preparation	
a. Complete application with all necessary attachments submitted by due date	5
b. Cost estimate provided is in the form of a formal bid, written quote from a proposed vendor, or an engineer's cost estimate.	5
Total possible points =	10

Part C: Bonus Points

Five bonus points will be awarded to Projects located in a county with a population of 100,000 or less, or Projects located in a coastal county with a high level of boating-related activities from individuals residing in other counties.

Part D: Tie-Breaker System

If two or more Applications receive the same score as a result of the above scoring process, the following tie-breaker system will be used in the order listed to decide the priority ranking:

1. The Application submitted is for a project located in a county having a population of 100,000 or less, or a coastal county with a high level of boating related activities from individuals residing in other counties.

2. The Applicant having received the lowest amount of program funds during the previous three fiscal years receives the higher priority.

3. Applications submitted by counties, or municipalities within counties, with the highest number of registered vessels for the year prior to the grant period.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Building

Bulk Item: Yes ___ No X Staff Contact Person/Phone #:Christine Hurley, 289-2519

AGENDA ITEM WORDING: Discussion and Direction to staff regarding open permits

ITEM BACKGROUND: See attached memorandum. Monroe County permitting system has the following open permits:

PERMIT APPLICATIONS		
Type	Number	**Staff Recommendation:**
WITH plan review activity 1-180 days	717	N/A
NO plan review activity 181-360 days	199	Allow to remain open until 361st day
NO plan review activity >360 days	2,227	VOID and establish protocols to expire permit applications after 360 days in the system.
GRAND TOTAL	3,143	

ISSUED PERMITS		
Type	Number	**Staff Recommendation**
1- 180 days NO inspections	1,093	N/A
1- 180 days WITH PASSED inspection(s)	634	N/A
181- 360 days NO inspections	334	EXPIRE
181-360 days WITH PASSED inspection(s)	318	Allow permit to remain OPEN until there has been no inspection in 361 days.
>360 days NO inspections	24,968	Staff recommends expiration of these permits when no inspections have ever been performed. Establish protocol (SOP) to expire permits after 360 days in the system when no inspections have been performed.
>360 days WITH PASSED inspection(s)	17,970	Leave OPEN and have these owners utilize existing open permit investigation procedure.
>360 days WITH PASSED inspection(s) including at least one final inspection	10,906	Leave open until the building department can hire additional staff and investigate the 10,906 permits proactively to determine what to close, unless legal determines a method to close without an inspection by passage of an ordinance
Non- Life/Safety Permit Types >360 days WITH PASSED inspection(s)	4702	Close in system without inspection(s).
Status requires additional research	3,702	
GRAND TOTAL***	49,019	

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS:
See above

TOTAL COST: _____ **INDIRECT COST:** **$** _____ **BUDGETED:** Yes ☐ No ☐

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: **$** _____ **SOURCE OF FUNDS:** **$** _____

REVENUE PRODUCING: Yes ☐ No ☐ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Attorney: ☑ 3/7 OMB/Purchasing: ☐ Risk Management: ☐

DOCUMENTATION: Included: ☒ Not Required: ☐

DISPOSITION: _____ **AGENDA ITEM #:** _____

MEMORANDUM
MONROE COUNTY

To: Board of County Commissioners
County Administrator Roman Gastesi
County Attorney Robert Shillinger

From: Christine Hurley, Assistant County Administrator

Date: March 8, 2016

SUBJECT: NON-ROGO Building Permit Applications & Building Permits – Florida Building Code Time Limitations, Null and Void, and Expiration of Permits

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The *Florida Building Code, Fifth Edition (2014) Building* sets forth permit application timelines and issued permit timelines. Florida Statutes 468.604 states the responsibilities of building code administrators, plans examiners, and inspectors. These regulations are shown below. Following those are two tables (pages 8-11) with information related to the number of Monroe County open permit applications and issued permits, of which the vast majority has not progressed in a manner to maintain validity under the statute. The tables also include pros and cons, that could be expected with voiding these open applications and/or expiring these issued permits. Following the information on permit applications and issued permits is a summary of policies (pages 12-13) of Monroe County municipalities regarding the issue of expired permits.

The Florida Building Code fails to provide adequate assistance on the issue and states in Section 105.4.1.1 that "if work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with work."

Pursuant to the below Statute (468.604), the Building Official "shall inspect" the work performed.
FLORIDA STATUTES (2015)

468.604 Responsibilities of building code administrators, plans examiners, and inspectors.—
(1) It is the responsibility of the building code administrator or building official to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of their governmental jurisdiction, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. The building code administrator or building official shall faithfully perform these responsibilities without interference from any person. These responsibilities include:

*****

(b) The inspection of each phase of construction where a building or other construction permit has been issued. The building code administrator or building official, or a person having the appropriate building code inspector license issued under this chapter, shall inspect the construction or installation to ensure that the work is performed in accordance with applicable sections of the code.

In short, the County Attorney's office, working with the Building and Planning and Environmental Resources Departments, have indicated Florida law is rather clear that the County would have sovereign immunity protection regarding any potential negligent performance of building inspections. However, the County Attorney's office has indicated the law is less clear as to what protection the County would have for not doing the inspection at all. It would appear that the duty imposed by Section 468.604 above, taken in context with FBC 105.4.1.1 and 101.3 ("The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation…") could act to waive our sovereign immunity and expose the County to liability if no inspection is performed and a permit is administratively deemed "closed".

FLORIDA BUILDING CODE (FBC)

Permit application
§105.3.2 Time limitation of application states *"an application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated."*

Monroe County uses the term "null and void" for applications that have been abandoned.

Issued permit
§ 105.4.1.Permit intent states in part *"... every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced."*
§ 105.4.1.1 states *"if work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work."*
§ 105.4.1.2 states *"if a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit."*
§ 105.4.1.3 states *"work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process."*

Monroe County uses the single term "expired" for issued permits that have either become invalid or null and void, or are suspended, abandoned, or revoked.

MONROE COUNTY CODE

Sec. 6-100. - Permits required.

(a) Applicability. A permit shall be required for all work shown in the following table, except where specifically exempted this section.

Work Requiring a Permit	*Residential Exceptions**
Site preparation including: land clearing, placements of fill, excavation, and blasting; however, no permit for site preparation may be issued except in conjunction with the establishment of a use or structure allowed in the land use district.	*None. However, no fee (including education; contractor investigation; or tech fees) shall be charged for invasive exotic vegetation removal if permit is not classified as clearing and grubbing.*
Removal of invasive exotic vegetation	*A permit is not required for the removal of ten or fewer stems of invasive exotic vegetation on parcels with a lawfully established principal use; however, this exemption shall not apply if the removal is part of a larger clearing operation undertaken in segments within any one calendar year, whether by the same or different contractors and/or the property owner or if undertaken in conjunction with any construction.*
Demolition	*Residential demolition where the fair market value of the demolition work is less than $2,500.00 and all pertinent utilities have been properly disconnected.*
Tie downs of habitable structures	*None*
Signs	*Those signs that are specifically exempt from permit requirements pursuant to part II of this Code; however, in no case shall a sign be exempt if its installation represents a threat to life and safety.*
Fences	*None*
Sheds	*None. Effective July 1, 2013, sheds are no longer exempt from permitting per this Section.*
Chickees not constructed by Miccosukee or Seminole Indians	*None*
Any new construction and remodeling work of principal and accessory structures	*Interior remodeling where the fair market value of such work is less than $2,500.00 and there is no change in the original size or configuration.*
	Exterior and interior painting of single- and two-family residential buildings.
	Installation of carpeting and floor coverings in single- and two-family residential buildings that have previously been inhabited, if the fair

Work Requiring a Permit	*Residential Exceptions**
	market value of the work is less than $5,000.00.
	Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.
All work in the electrical, mechanical, and plumbing trades	*Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.*
	The installation of satellite antennas and microwave receiving antennas that do not exceed one meter in diameter but only where mounted on existing buildings or structures.
All work subject to the floodplain management requirements of part II of this Code	*Normal maintenance or ordinary minor repairs where the fair market value of such work is less than $2,500.00.*
Resource extraction activities (as defined in part II of this Code)	*None*
Any work involving life safety	*None*

**Note: Notwithstanding the exceptions set forth herein, permits will always be required for new work involving electrical, mechanical, plumbing or any improvements subject to floodplain regulations; and if the construction, repair, remodeling or improvement work is a part of a larger or major operation, whether undertaken by the same or different contractor. NO EXCEPTIONS apply to work conducted below base flood elevation and/or subject to the floodplain management requirements of the Monroe County Code to structures located within a Coastal Barrier Resource System (CBRS) or structures located within flood zone AE or flood zone VE. All residential work that is exempt from Monroe County permitting shall still comply with the Florida Building Code, this chapter, and part II of this Code and shall be subject to code compliance.*

(b) Separate permit required. A separate permit shall be required for each principal structure and any dock, seawall, and riprap accessory structure.

(c) Blanket invasive exotic removal permit. An annually renewable blanket permit for the removal of invasive exotic vegetation is available to not-for-profit conservation agencies as approved by the county biologist.

(d) Permit exemptions for Hurricane Wilma. Notwithstanding the provisions of subsection (a) of this section, the following work shall be exempted from requiring a permit prior to the time periods specified below:

(1) No permit shall be required where imminent danger to life or safety exists or to prevent further property damage caused by Hurricane Wilma. Property owners may make necessary repairs to the minimum extent necessary without a permit; however, photographs should be taken before and after the necessary repairs. This exemption from the permitting requirements of this chapter shall be for a period of 60 days from the effective date of the ordinance from which this section is derived.

(2) No permit shall be required for any residential work involving the replacement of 300 square feet or less of storm damage roof shingle. This exemption from the permitting requirement of this chapter shall be for a period of 60 days from the effective date of the ordinance from which this section is derived.

(3) No permit shall be required for any work involving the demolition/removal of dry wall, cabinet and vanities, heating/cooling and electrical systems, and floor coverings in flooded structures, and demolition of storm damaged accessory structures or docks, seawalls, and lifts. This exemption from the permitting requirement of this chapter shall be for a period of 90 days from the effective date of the ordinance from which this section is derived.

(e) Miccosukee and Seminole chickee huts. Chickees constructed by the Miccosukee Tribe of Indians or the Seminole Tribe of Florida require a land development permit. The term "chickee" means an open-sided wooden hut that has a thatched roof or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features. Chickees shall comply with part II of this Code and shall be subject to code compliance.

Sec. 6-103. - Issued permits.

(a) Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the Florida Building Code and other technical codes. Nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this Code.

(b) Permit time limitations. Every permit issued shall become null and void unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. Work is considered commenced if it has received an approved initial inspection pursuant to permit requirements or an approved temporary electrical inspection. Any valid permit, for which construction has commenced, must progress in a timely fashion. The only method by which timely valid progress of authorized work may be demonstrated is through the building department's having performed and approved an inspection that is highlighted in red print on the building permit display card within 180 days measured from either:

(1) As to the initial inspection, the date work was required to begin; or

(2) As to inspections subsequent to the initial inspection, from the date of the last approved inspection that was highlighted in red print on the display card.

(c) Approved inspections. These inspections that are highlighted in red print on the display card, as amended from time to time by the building official, may include, but shall not be limited to: any auger/auger cap; piling/piling cap; grade beam/slab; column/tic beams; slab/wood floor; roof trusses/sheathing; final roofing; A/C ductwork, total rough plumbing; total rough electrical; framing; insulation/drywall; final mechanical; final plumbing; final electrical and final building.

(d) Failure to obtain inspections. Failure to obtain an approved inspection within 180 days of the previous approved inspection shall constitute suspension or abandonment that shall render the permit null and void. Any work completed without an approved inspection may be subject to code compliance.

(e) Extensions. After work is commenced, a one-time only extension of time for a period of not more than 180 days, may be allowed by the building official for the permit, provided the extension is requested in writing and justifiable cause is demonstrated prior to the expiration date. Any extension request shall be accompanied by a nonrefundable fee.

(f) Demolition permits (special case). Any permits for the demolition of a structure shall expire 60 days from the date of issuance. No extensions shall be allowed.

Sec. 6-144. - Inspections prior to issuance of certificate of occupancy.

In addition to the inspection requirements of section 105, Florida Building Code, the following inspections and inspection elements shall be required as deemed necessary by the building official:

(1) Slab inspection. A slab inspection shall be made after the reinforcement is in place, all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspections have been made and passed.

(2) Foundation survey. A foundation survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the framing inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the jobsite for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

(3) Framing inspection. The framing inspection shall include all elements identified in section 105.6, Florida Building Code, and installation of window/door framing.

(4) Insulation inspection. An insulation inspection shall be made after the framing inspection is approved and the insulation is in place.

(5) Sheathing inspection. Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

(6) Roofing inspection. The roofing inspection shall be made as two inspections on tile, slate or similar roof coverings or as one inspection on all other roof coverings.

(7) ***Final inspection requirements.***

a. After the building or work is completed, final inspections shall be made for every permit for work requiring plan review and approval or related to public health, safety, and welfare, as determined by the building official. Any permit requiring a final inspection shall be so annotated on the issued permit.

b. It is the responsibility of the permit holder to call for a final inspection. Failure to obtain a final inspection shall render the permit null and void, if it is not done within the duration limits for the permit as specified in this chapter. The permit holder is subject to code compliance, if construction is completed and no required final inspection is made. If the permit becomes null and void, no further work is authorized without a new permit or approval by the building official.

CURRENT MONROE COUNTY APPLICATION / PERMIT STATUS

There are over 50,000 open permit applications and permits that have not progressed in a manner to keep them valid. These statistics, as of February 1, 2016, may be found in the tables on pages 8-11 and in Attachments A - F.

Attachment D also lists those specific permit types that both the Building Official and Planning Director believe may be closed without additional inspections, the total of which is 4,702, as of February 1, 2016 as follows:

- Alarms
- Blasting
- Curbing
- Dredging
- Fence
- Painting
- Stucco
- Flagpoles
- Floor Covering

We will be closing these permits shortly.

We have now closed all permits that were in our computer system that were transferred to the City of Marathon and Islamorada, since they were incorporated.

As of 2013 permit applications for construction in the floodplain have a permanent retention period pursuant to the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies (eff. October 1, 2013) and these cannot be closed without inspections. This schedule is regulated through the Florida Administrative Code, specifically as follows.

Florida Administrative Code Chapter 1B-24.003 Records Retention Scheduling and Disposition.
(1) The Division issues General Records Schedules which establish minimum retention requirements for record series common to all agencies or specified types of agencies based on the legal, fiscal, administrative, and historical value of those record series to the agencies and to the State of Florida. The General Records Schedules established by the Division, which can be obtained at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/, are incorporated by reference: (a) General Records Schedule GS1-SL for State and Local Government Agencies (https://www.flrules.org/Gateway/reference.asp?No=Ref-04998, eff. 2/19/15).

Prior to October 17, 2012 there was a minimum fee of $500.00 to renew an expired building permit. A September 15, 2008 memo to staff from the Building Official regarding the procedure is included as Attachment G. The current procedure to renew an expired building permit may include a permit investigation. In such cases there would be no fee if it is concluded that the permit has passed all required inspections. If there are outstanding required inspections, then a fee of $50.00 per hour for staff review would be charged, with a minimum fee of $50.00. Re-opening of the permit would also have a separate fee of $50.00 per discipline (electrical, plumbing, mechanical, etc.)

The software the County uses does not automatically expire permit applications after their 180 application period, nor does the software expire issued permits if they have not received a passed inspection within 180 days after issuance or after the previous inspection. There are pros and cons to implementation of these activities. Many communities struggle with these issues and the County has put together the staff recommendations on how to deal with each of these categories.

Florida Statutes 468.604 does not provide guidance regarding how to handle permits that have lapsed for an extended period of time. If it is determined by the County Attorney that the State legislature has not pre-empted local governments from legislating on this subject, the BOCC could adopt an ordinance that amends Section 6-144 of the current code that would establish such procedures.

Finally we are a ordering a software upgrade that can include notification modules, including but not limited to proactively notifying contractors and owners that have permit applications and issued permits that are about to expire and that have expired. Purchase and implementation of this could take approximately one year.

PERMIT APPLICATIONS:

The following Table illustrates information on open permit applications (not issued) in the system:

Open permit applications	Number	Status per FBC	Pro	Con	Staff Recommendation
WITH plan review activity 1-180 days	717	VALID	N/A	N/A	N/A
NO plan review activity 181-360 days	199	NULL AND VOID*	If we void these permit applications then no outstanding unissued permit would show up as "open" permit application in title search	If they are still interested in having the work done on the permit applications, the building official MAY allow them to submit revisions, etc. so they wouldn't lose their upfront permit fee – but once we void them, they would need to reapply and repay application fees.	Allow to remain open until 361st day
NO plan review activity >360 days	2,227	NULL AND VOID	If we void these permit applications then no outstanding unissued permit would show up as "open" permit applications in title search	Based on FBC105.3.2, once 270 days passes, the building official doesn't have the ability to allow them to submit revisions, etc. so they have lost their upfront permit fee – once we void them, they would need to reapply and repay application fees. <u>However, this group has been inactive for a long time and staff recommends voiding these applications.</u>	VOID and establish protocols to expire permit applications after 360 days in the system.
GRAND TOTAL	3,143				

* FBC § 105.3.2 *Time limitation of application* authorizes the Building Official to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. Monroe County Code (MCC) § 6-102(a) *Time limitations on permit application* limits the number of these aforesaid extensions to one.

ISSUED PERMITS:

The following Table illustrates information on open issued permits in the system:

Open issued permits	Number	Status per FBC	Pro	Con	Staff Recommendation
1- 180 days NO inspections	1,093	VALID	N/A	N/A	N/A
1- 180 days WITH PASSED inspection(s)	634	VALID	N/A	N/A	N/A
181- 360 days NO inspections	334	EXPIRED/ INVALID FBC105.4.1	Property owners could benefit from not having OPEN permits especially when they are selling the property as the OPEN permit Title encumbrance would be removed, except that standard FARBAR contract language* speaks to the identification of open or needed permits. This would be a Pro, if work never commenced.	If we expire these in the system, any work that commenced would be considered unpermitted work and therefore in violation of Monroe County Code. Future owners could be purchasing property with unpermitted or unsafe development / life/safety issues and could result in code violations to the new property owner. Further, after the fact permits would be required, double fees and code compliance fees.	EXPIRE
181-360 days WITH PASSED inspection(s)	318	EXPIRED** FBC 105.4.1.1	Property owners could benefit from not having OPEN permits especially when they are selling the property as the OPEN permit Title encumbrance would be removed, except that standard FARBAR contract language* speaks to the identification of open or needed permits. This would be a Pro, if work never commenced – however, since these permits had	If we expire these in the system, any work that commenced, evidenced by inspections performed, would be considered unpermitted work and therefore in violation of Monroe County Code. Future owners could be purchasing property with unpermitted or unsafe development / life/safety issues and could result in code violations to the new property owner. Further, after the fact permits would be required, double fees	Allow permit to remain OPEN until there has been no inspection in 361 days.

			an inspection(s), work did commence.	and code compliance fees.	
>360 days NO inspections	24,968	EXPIRED**	Property owners could benefit from not having OPEN permits especially when they are selling the property as the OPEN permit Title encumbrance would be removed, except that standard FARBAR contract language* speaks to the identification of open or needed permits. This would be a Pro, if work never commenced.	If we expire these in the system, any work that commenced would be considered unpermitted work and therefore in violation of Monroe County Code. Future owners could be purchasing property with unpermitted or unsafe development / life/safety issues and could result in code violations to the new property owner. Further, after the fact permits would be required, double fees and code compliance fees.	Staff recommends expiration of these permits when no inspections have ever been performed. Establish protocol (SOP) to expire permits after 360 days in the system when no inspections have been performed.
>360 days WITH PASSED inspection(s)	17,970	EXPIRED	Property owners could benefit from not having OPEN permits especially when they are selling the property as the OPEN permit Title encumbrance would be removed, except that standard FARBAR contract language* speaks to the identification of open or needed permits. This would be a Pro, if work never commenced – however, since these permits had an inspection(s), work did commence.	If we expire these in the system, any work that commenced would be considered unpermitted work and therefore in violation of Monroe County Code. Future owners could be purchasing property with unpermitted or unsafe development / life/safety issues and could result in code violations to the new property owner.	Leave OPEN and have these owners utilize existing open permit investigation procedure.
>360 days WITH PASSED inspection(s) including at least one final inspection	10,906	Permits have had at least one FINAL inspection indicating they could possibly be closed with staff research			Leave open until the building department can hire additional staff and investigate the 10,906 permits proactively to determine what to close, unless legal determines a method to close without an inspection by passage of an ordinance

Non-Life/Safety Permit Types >360 days WITH PASSED inspection(s)	4702	EXPIRED	N/A	N/A	Close in system without inspection(s).
Status requires additional research	3,702	UNKNOWN			
GRAND TOTAL***	49,019				

* *Standard FARBAR contract language.* SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to order estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

** MCC § 6-103(e) *Extensions* authorizes the Building Official to allow a one-time extension of time after work has commenced for a period of no more than 180 days, provided that the extension is requested in writing and justifiable cause is demonstrated prior to the expiration date.

*** Grand Total will not be the sum of all categories above due to certain permits being included in multiple category totals.

SUMMARY OF POLICIES BY MONROE COUNTY MUNICIPALITIES REGARDING EXPIRATION AND CLOSING OF PERMITS

Local municipalities were asked the following questions:

1. *Did your community create a memo or administrative instruction for the closure of permits?*
2. *Which codes do you use to address the closure of permits?*
3. *Does your community "close" permits automatically if they are not a life safety issue?*
4. *If it is a life safety issue what is the process to get those permits closed out?*

City of Layton

1/2.The City of Layton (Layton) adheres to the Florida Building Code (FBC) and therefore has indicated that a written procedure is redundant.

3. Layton does not close permits automatically for any reason. When a permit has expired, in accordance with the FBC, the owner and contractors are notified via Certified Mail explaining the issue and the need for compliance. If compliance is not met, then the matter is heard by the Code Board Hearing, where they can be fined up to $250.00 per day. Layton concurs it is a small community and monitoring the status of Building Permits is much easier than in larger communities.

4. For sites which are experiencing life safety issues Layton will disconnect services as authorized below:

FBC § 112.3 Authority to disconnect service utilities.

The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

Islamorada, Village of Islands

1. Islamorada, Village of Islands (Islamorada) acknowledges that there is a significant issue regarding the closure of building permits. What compounded the issue was the introduction of multiple software programs and that the migration of inspection data and other fields were not entirely successful. Islamorada does not have a directive or written procedure in regards to the closure of building permits.

3. Any permits that are ten years or older are closed since the statute for records retention does not require Islamorada to keep the information.

4. If a permit is requested involving "life safety element", the present owner is required to apply for "final" inspections and is charged a basic fee for the inspection.
It is current policy to remind contractors and owner builders to get the final inspections.

City of Key West

1. The City of Key West (Key West) also acknowledges that the expiration of permit has been challenging. In Key West permits are valid for 24 months as stated in their written procedure titled "Instructions: Closing Permits". The document also outlines the process for the closure of permits including fees to be paid and which permits may be administratively closed. Their extension process is

strictly administrative for determining if the expired permit project was completed and final inspections were simply not scheduled, which is very often the case.

2-4. Any expired permits of interest are scheduled for inspection pursuant to FBC §110.3.8 below:
[A] 110.3.8 Other inspections.
In addition to the inspections specified in Sections 110.3 through 110.3.7, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.
Once an inspector reports that the work is completed and safe the permit is closed. However, if the inspector reports that the work is incomplete and not approved, then the applicant is informed that the property owner or licensed contractor must obtain a new permit to complete the work. An approved inspection is needed to close out the new permit as well as the previous permit.

Key West responded that the administrative process eliminates additional Florida surtax charges since it is not a construction permit and that the process has been well received by the residents of Key West and their responsibility for the health, safety and welfare of the public is being served as well.

City of Marathon
The City is faced with the same problem of closing permits that as a matter of practice weren't required to obtain a final (i.e. fences, slabs, land clearing) or historically didn't receive adequate follow-up to require a final (minor plumbing, electric, A/C units). The current practice, at the direction of Council, is to charge a minimal fee ($30) for reviewing and closing old permits. If the old permit is simple (no life safety, structural, mechanical, plumbing issues), then there is a simple on-site inspection to confirm aspects of the permit. If, on the other hand, the permit IS more complex, then a more detailed inspection will be required either by the building official or inspector. If it is not possible to perform such an inspection (permit components no longer accessible, visible), then the building official may require further outside engineering review and sign off.

City of Key Colony Beach
No response.

PERMIT STATUS: APPLICATIONS

Data as of: 2/1/2016

	Total # of Permit Application Not Issued (issue date is blank) and Permit Status is OPEN (after TRANSFERRED OUT permits to Marathon & Islamorada have been closed 1/29/16)	**3,143**	
Void/Abandoned per FL Bldg Code	**Last Plan Review activity >180 days and <= 365 days or no Plan Rev between 180 and 365**	**199**	
Void/Abandoned per FL Bldg Code	**Last Plan Review activity > 365 days or No Plan Review Activity**	**2,227**	
Active per FL Bldg Code	**Last Plan Review activity w/in 1 to 180 days**	**717**	Active

PERMIT STATUS: ISSUED PERMITS

Data as of: 2/1/2016

	Total # of Permits Issued (issue date is not blank) and Permit Status is OPEN (after TRANSFERRED OUT permits to Marathon & Islamorada have been closed 1/29/16)	**49,019**	Attachment D

A	**Number of Permits WITHOUT inspections (no inspection date entries found on permit)**	**30,097**	**61.40%**
	>180 days from issuance	**29,004**	**96%**
Review	>180 days and <=365 days from issuance	334	
EXPIRE if no extension?	>365 days from issuance	24,968	ATTACHMENT B
	Other - to research inspection entry	3,702	
Active per FL Bldg Code	**<=180 days from issuance**	**1,093**	**4%**

B	**Number of Permits Where Last Inspection PASSED**	**18,922**	**38.60%**
	>180 days from last PASSED inspection	**18,288**	**97%**
Review	**>180 days and <=365 from last Pass insp**	318	
Expire if no extension?	**> 365 days from last Pass insp**	17,970	Attachment E
Not Expired per FL Bldg Code	**<=180 days from last PASSED inspection or issuance**	**634**	**3%**

	From Section B above, statistics on Permits with Last PASSED Inspection **Note: some permits have both types of inspections as last passed inspection**		
A	**Number permits WITHOUT having the last passed inspection with the word "FINAL"**	**10,818**	
Review	<180 days from last passed inspection	943	
Review	*>180 days and <= 365 days from last passed inspection*	139	
Expire if no extension?	*> 365 days from last passed inspection*	9,736	
B	**Number permits having the last passed inspection with the word "FINAL"**	**11,519**	ATTACHMENT C
Review	<180 days from last passed inspection	407	
Review	*>180 days and <= 365 days from last passed inspection*	206	
Review by Permit Type for safety concern and EXT, and determine CLOSE?	*> 365 days from last passed inspection*	10,906	Attachment F
C	**From Section B above, statistics on Permits with Inspection Entry description having "EXT" indicating extension**	**743**	
	<180 days from last passed inspection	58	
	>180 days and <= 365 days from last passed inspection	80	
	> 365 days from last passed inspection	605	

Summary by Permit Type of Issued Permits in Open Status without a Passed Inspection or No Inspection Activity and Greater than 365 days from Issuance

1/27/16

	TOTAL	24,968
Row Labels	Sum of Total	
NULL		16
AC REPLACEMENTS(RES)		266
ADDITION-COMMERCIAL		7
ADDITION-RESIDENTIAL		57
AIR CONDITIONING		1175
ALARMS-COMMERCIAL (BURGLAR/FIRE)		21
ALARMS-RESIDENTIAL (BURGLAR/FIRE)		48
ANTENNA/TOWERS/EQUIP BLDG		28
AWNINGS		88
BLASTING		15
BOAT DAVITS-LIFTS		277
BRIDGES		5
CARPORT		18
CHANGE OF OCCUPANCY(NOT USE)		2
CHANGE USE / ADD USE		7
CHICKEE HUT		92
CISTERN		1
CLEARING/GRUBBING		1267
COMMERCIAL BLDG-NEW		48
COMMERCIAL STORAGE		12
COMPONENT COM NEW/REPLACE		16
COMPONENT RES NEW/REPLACE		71
CONCRETE CAP		26
CONCRETE SLAB		336
CURBING		5
DECK		207
DEMO		125
DEMO-FEMA COMPLIANCE		26
DEMO-MOVING BLDG		228
DOCK/DOCKING FACILITY		424
DOCK/SEAWALL REPAIR		29
DREDGING		15
ELECTRIC		1227
ELECTRIC - SEWER TIE-IN(ONE SF RES)		2
ELEVATOR/CHAIR LIFT/DUMB WAITER		13
ENCLOSURE-A-ZONE		373
ENCLOSURE-V-ZONE		138
EXCAVATION		70
FEMA INSP COMPLIANCE PROGRAM		379
FEMA INSP PRIVATE INSPECTOR		4
FEMA INSP SALE COUNTY INSPECTOR		44
FENCE		3308
FILL		419
FIRE PROTECTION SYSTEM		57
FOUNDATION & PILING		3

Summary by Permit Type of Issued Permits in Open Status without a Passed Inspection or No Inspection Activity and Greater than 365 days from Issuance

1/27/16

	TOTAL	24,968
Row Labels	Sum of Total	
GARAGE/ENCLOSED CARPORT		42
GAS/FUEL TANKS - ABOVE GROUND		11
GAS/FUEL TANKS - IN GROUND		15
GAZEBO		11
GENERATOR AUXILIARY		2
GENERATOR BUILDING		1
HANDICAP RAMP		6
INVASIVE EXOTICS OR HAZARDOUS TREES		269
LANDSCAPING		27
LATTICE (WOOD) & SCREENING		24
LAWN SPRINKLER SYSTEM		289
LOW VOLT ALARMS		9
LP GAS		13
MOBILE HOME		3
MOBILE HOME-REPLACEMENT		132
MULTI-FAMILY		3
OBSERVATION DECK/CANNOT BE USED FOR DOCK		1
PAINTING (COM)		82
PAVING/DRIVEWAY/SIDEWALK		477
PILINGS		57
PLUMBING		351
PLUMBING-SEWER TIE-IN(ONE SFR)		101
POOL & SPA		81
POOL & SPA MAINT. & REPAIR		15
PORCH-ENCLOSE		22
PORCH-OPEN/SCREENED		32
RE# OPEN/EXPIRED PERMIT INVESTIGATION		13
REFRIGERATION		10
REMODEL/REPAIR COM EXT/INT		86
REMODEL/REPAIR COM INT		6
REMODEL/REPAIR RES EXT/INT		95
REMODEL/REPAIR RES INT		7
RIPRAP		105
ROOFING-COMMERCIAL		199
ROOFING-RESIDENTIAL		3423
RV - REPLACEMENT (USE)		11
RV - TEMPORARY RV (EMERG HOUSING)		18
SATELLITE DISHES (COMMERCIAL TYPE)		2
SEAWALL (WITHOUT DOCK)		101
SEWAGE TREAT PLANT-COMMERCIAL		20
SHED		168
SHUTTERS		732
SIGNS		853
SINGLE FAMILY RES-CONVENTIONAL		10
SINGLE FAMILY RES-MODULAR		2

Summary by Permit Type of Issued Permits in Open Status without a Passed Inspection or No Inspection Activity and Greater than 365 days from Issuance

1/27/16

	TOTAL	24,968
Row Labels	Sum of Total	
SITE WORK		12
SOLAR UNITS		5
SPALLING/EXT CONCRETE REPAIRS		42
STAIRS		38
STUCCO		13
TEMP USE/STRUCT PERMIT/TENTS		5
TENNIS COURT - COMMERCIAL		3
TIE DOWNS (EXISTING STRUCTURE)		16
TRAILER-CONSTRUCT/SALES		71
TREE REMOVAL/TRIM		233
VACATION RENTAL		302
XXXAPARTMENTS		3
XXXBIO MISCELLANEOUS		359
XXXBUILDING MISC WALK-THRU		19
XXXBUILDING MISCELLANEOUS		2553
XXXCOMMERCIAL MISC		531
XXXCOMPLETE COMMERCIAL		3
XXXCOMPLETE SFR - PROJECT STARTED		34
XXXDEMO WALK-THRU		2
XXXDRAINFIELD		22
XXXDRIVEWAY		228
XXXDUPLEX		1
XXXELECTRIC WALK THRU		41
XXXEXTERIOR RENOVATIONS		330
XXXFENCE/RETAINING WALLS-WALK THRU		23
XXXFLAG POLE		2
XXXFLOOR COVERING		5
XXXFLORIDA ROOM		17
XXXINSTALL SEPTIC TANK		15
XXXINTERIOR RENOVATIONS		350
XXXLAND CLEAR/EXOTICS WALK-THRU		96
XXXLAND CLEARING ATF		10
XXXPEAROCK		6
XXXPLUMBING - SINGLE FAMILY		1
XXXPORCH-SCREEN		198
XXXPOST CARD A/C PERMIT		126
XXXRENEWAL OF BUILDING PERMIT		55
XXXRETAINING WALL		18
XXXREVISED PLANS		4
XXXROOFING WALK-THRU		71
XXXSEAWALL CAP		15
XXXSEWAGE TREAT PLANT-RESIDENTIAL		2
XXXSHUTTERS WALK-THRU		69
XXXSINGLE FAMILY RES. RE-PERMIT		2
XXXTEMPORARY STRUCTURE MCC 6-31		1

Summary by Permit Type of Issued Permits in Open Status without a Passed Inspection or No Inspection Activity and Greater than 365 days from Issuance

1/27/16

	TOTAL	24,968
Row Labels	Sum of Total	
XXXTRAILER - TEMPORARY		10
XXXTRANSFER		2
XXXTRANSFER & TO COMPLETE		4
XXXTRANSPLANTATION OF PLANTS		1
XXXTREE REMOVAL/TRIM EXOTICS ONLY		13
XXXWELL		11
XXXWINDOW REPLACEMENT		43
Grand Total		**24968**

Attachment C

Permit Types: Where Last PASSED Inspection Had the Word "Final" in Inspection Description

TOTAL 11,519

Permit Type	TTL Permits
ELECTRIC	1619
ROOFING-RESIDENTIAL	1359
XXXBUILDING MISCELLANEOUS	838
AIR CONDITIONING	679
ENCLOSURE-A-ZONE	668
PLUMBING	579
DOCK/DOCKING FACILITY	450
FENCE	363
BOAT DAVITS-LIFTS	342
ADDITION-RESIDENTIAL	260
POOL & SPA	227
XXXINTERIOR RENOVATIONS	227
XXXCOMMERCIAL MISC	212
SIGNS	193
PLUMBING-SEWER TIE-IN(ONE SFR)	188
REMODEL/REPAIR RES EXT/INT	162
DECK	153
PAVING/DRIVEWAY/SIDEWALK	141
ENCLOSURE-V-ZONE	127
MOBILE HOME-REPLACEMENT	126
REMODEL/REPAIR COM EXT/INT	120
ROOFING-COMMERCIAL	102
XXXELECTRIC WALK THRU	102
XXXPORCH-SCREEN	101
CONCRETE SLAB	85
SHED	76
GARAGE/ENCLOSED CARPORT	75
XXXWINDOW REPLACEMENT	73
XXXROOFING WALK-THRU	72
DEMO	69
XXXEXTERIOR RENOVATIONS	68
AC REPLACEMENTS(RES)	65
SPALLING/EXT CONCRETE REPAIRS	65
CHICKEE HUT	60
XXXRENEWAL OF BUILDING PERMIT	54
LAWN SPRINKLER SYSTEM	53
XXXBIO MISCELLANEOUS	53
SHUTTERS	50
ELEVATOR/CHAIR LIFT/DUMB WAITER	48
COMMERCIAL BLDG-NEW	47
FIRE PROTECTION SYSTEM	43
COMPONENT RES NEW/REPLACE	42
DOCK/SEAWALL REPAIR	41
LP GAS	39
PORCH-ENCLOSE	39

Permit Types: Where Last PASSED Inspection Had the Word "Final" in Inspection Description

Permit Type	TTL Permits
XXXCOMPLETE SFR - PROJECT STARTED	39
XXXFLORIDA ROOM	38
SINGLE FAMILY RES-CONVENTIONAL	37
DEMO-MOVING BLDG	35
REMODEL/REPAIR COM INT	35
PORCH-OPEN/SCREENED	34
SEAWALL (WITHOUT DOCK)	32
STAIRS	31
XXXDRIVEWAY	29
DEMO-FEMA COMPLIANCE	28
GAS/FUEL TANKS - ABOVE GROUND	26
ANTENNA/TOWERS/EQUIP BLDG	25
GAS/FUEL TANKS - IN GROUND	25
REMODEL/REPAIR RES INT	25
ADDITION-COMMERCIAL	24
XXXSHUTTERS WALK-THRU	21
COMPONENT COM NEW/REPLACE	20
XXXBUILDING MISC WALK-THRU	20
AWNINGS	19
INVASIVE EXOTICS OR HAZARDOUS TREES	19
PAINTING (COM)	19
TREE REMOVAL/TRIM	19
ALARMS-COMMERCIAL (BURGLAR/FIRE)	18
CLEARING/GRUBBING	17
CARPORT	13
RIPRAP	13
ALARMS-RESIDENTIAL (BURGLAR/FIRE)	12
GENERATOR AUXILIARY	11
POOL & SPA MAINT. & REPAIR	11
SEWAGE TREAT PLANT-COMMERCIAL	11
FILL	10
LATTICE (WOOD) & SCREENING	10
PILINGS	10
TRAILER-CONSTRUCT/SALES	10
XXXPOST CARD A/C PERMIT	10
COMMERCIAL STORAGE	8
ELECTRIC - SEWER TIE-IN(ONE SF RES)	8
GAZEBO	8
RV - REPLACEMENT (USE)	8
SINGLE FAMILY RES-FROM MH	8
XXXFENCE/RETAINING WALLS-WALK THRU	8
XXXLAND CLEAR/EXOTICS WALK-THRU	8
MOBILE HOME	7
OBSERVATION DECK/CANNOT BE USED FOR DOCK	6
SINGLE FAMILY RES-MODULAR	6
SINGLE FAMILY RES-REPLACE OF	6

Permit Types: Where Last PASSED Inspection Had the Word "Final" in Inspection Description

Permit Type	TTL Permits
STUCCO	6
TIE DOWNS (EXISTING STRUCTURE)	6
XXXSEAWALL CAP	6
CONCRETE CAP	5
RV - TEMPORARY RV (EMERG HOUSING)	5
XXXREVISED PLANS	5
FEMA INSP SALE COUNTY INSPECTOR	4
REFRIGERATION	4
SITE WORK	4
SOLAR UNITS	4
XXXCOMPLETE COMMERCIAL	4
XXXELECTRICAL - SINGLE FAMILY	4
XXXRETAINING WALL	4
XXXSEWAGE TREAT PLANT-RESIDENTIAL	4
BRIDGES	3
FOUNDATION & PILING	3
GENERATOR BUILDING	3
LANDSCAPING	3
RECONNECT/SAFETY ELECTRICAL	3
XXXAPARTMENTS	3
XXXFLOOR COVERING	3
RIGHT-OF-WAY ACCESSORY STRUCTURES	3
FEMA INSP COMPLIANCE PROGRAM	2
HANDICAP RAMP	2
HOTEL/MOTEL	2
MULTI-FAMILY	2
SINGLE FAMILY RES-FROM GUEST HOUSE	2
TEMP USE/STRUCT PERMIT/TENTS	2
XXXDEMO WALK-THRU	2
XXXFLAG POLE	2
XXXLBF - LIMITED BATH FACILITY	2
XXXTRAILER - TEMPORARY	2
XXXTRANSFER & TO COMPLETE	2
COMMERCIAL BLDG-NEW NROGO	1
COMMERCIAL BLDG-REPLACE	1
CURBING	1
DREDGING	1
SATELLITE DISHES (COMMERCIAL TYPE)	1
SINGLE FAMILY RES-AFFORDABLE HOUSING	1
TENNIS COURT - COMMERCIAL	1
TENNIS COURT - RESIDENTIAL	1
XXXLAND CLEARING ATF	1
XXXTEMPORARY STRUCTURE MCC 6-31	1
XXXTRANSFER	1
XXXWELL	1
VACATION RENTAL	1

Permit Types: Where Last PASSED Inspection Had the Word "Final" in Inspection Description

Permit Type	TTL Permits
RETAINING WALLS	1
XXXSINGLE FAMILY RES. RE-PERMIT	1
XXXTEMPORARY STRUCTURE MCC 6-31	1

Open (Not Expired or Closed) Issued Permits As of 2/1/16	Number of Open Issued Permits	Close OLD/In Active Permits with out Inspection or Investigation
Total	**49019**	**4702**
AC REPLACEMENTS(RES)	420	
ADDITION-COMMERCIAL	54	
ADDITION-RESIDENTIAL	539	
AIR CONDITIONING	1972	
ALARMS-COMMERCIAL (BURGLAR/FIRE)	47	
ALARMS-RESIDENTIAL (BURGLAR/FIRE)	73	YES
ANTENNA/TOWERS/EQUIP BLDG	70	
AWNINGS	128	
BLASTING	17	YES
BOAT DAVITS-LIFTS	865	
BRIDGES	8	
CANAL RESTORATION	2	YES
CARPORT	42	
CHANGE OF OCCUPANCY(NOT USE)	5	
CHANGE USE / ADD USE	8	
CHICKEE HUT	185	
CISTERN	10	
CLEARING/GRUBBING	1483	
COMMERCIAL BLDG-NEW	143	
COMMERCIAL BLDG-NEW NROGO	19	
COMMERCIAL BLDG-REPLACE	6	
COMMERCIAL STORAGE	27	
COMPONENT COM NEW/REPLACE	70	
COMPONENT RES NEW/REPLACE	239	
CONCRETE CAP	64	
CONCRETE SLAB	1014	
CURBING	7	YES
DECK	525	
DEMO	338	
DEMO-FEMA COMPLIANCE	96	
DEMO-MOVING BLDG	303	
DOCK/DOCKING FACILITY	1690	
DOCK/SEAWALL REPAIR	135	
DREDGING	33	YES
ELECTRIC	3570	
ELECTRIC - SEWER TIE-IN(ONE SF RES)	17	
ELEVATOR/CHAIR LIFT/DUMB WAITER	75	
ENCLOSURE-A-ZONE	1228	
ENCLOSURE-V-ZONE	310	
EXCAVATION	83	
FEMA INSP COMPLIANCE PROGRAM	427	
FEMA INSP PRIVATE INSPECTOR	11	
FEMA INSP SALE COUNTY INSPECTOR	55	
FENCE	4414	YES

Open (Not Expired or Closed) Issued Permits As of 2/1/16	Number of Open Issued Permits	Close OLD/In Active Permits with out Inspection or Investigation
Total	49019	4702
FILL	493	
FIRE PROTECTION SYSTEM	128	
FOUNDATION & PILING	14	
GARAGE/ENCLOSED CARPORT	171	
GAS/FUEL TANKS - ABOVE GROUND	49	
GAS/FUEL TANKS - IN GROUND	63	
GAZEBO	32	
GENERATOR AUXILIARY	18	
GENERATOR BUILDING	6	
HANDICAP RAMP	15	
HOTEL/MOTEL	5	
INVASIVE EXOTICS OR HAZARDOUS TREES	355	
LANDSCAPING	37	
LATTICE (WOOD) & SCREENING	35	
LAWN SPRINKLER SYSTEM	356	
LP GAS	76	
MOBILE HOME	12	
MOBILE HOME-REPLACEMENT	408	
MULTI-FAMILY	7	
MULTI-FAMILY - AFFORDABLE HOUSING	44	
OBSERVATION DECK/CANNOT BE USED FOR DOCK	8	
PAINTING (COM)	119	YES
PAVING/DRIVEWAY/SIDEWALK	752	
PILINGS	99	
PLUMBING	1127	
PLUMBING-SEWER TIE-IN(ONE SFR)	2030	
POOL & SPA	618	
POOL & SPA MAINT. & REPAIR	37	
PORCH-ENCLOSE	91	
PORCH-OPEN/SCREENED	101	
RECONNECT/SAFETY ELECTRICAL	8	
REFRIGERATION	18	
REMODEL/REPAIR COM EXT/INT	289	
REMODEL/REPAIR COM INT	73	
REMODEL/REPAIR RES EXT/INT	384	
REMODEL/REPAIR RES INT	77	
RETAINING WALLS	8	
RIGHT-OF-WAY ACCESSORY STRUCTURES	3	
RIPRAP	154	
ROOFING-COMMERCIAL	367	
ROOFING-RESIDENTIAL	5482	
RV - REPLACEMENT (USE)	34	
RV - TEMPORARY RV (EMERG HOUSING)	30	
SATELLITE DISHES (COMMERCIAL TYPE)	3	

Open (Not Expired or Closed) Issued Permits As of 2/1/16	Number of Open Issued Permits	Close OLD/In Active Permits with out Inspection or Investigation
Total	**49019**	**4702**
SEAWALL (WITHOUT DOCK)	311	
SEWAGE TREAT PLANT-COMMERCIAL	46	
SHED	312	
SHUTTERS	1085	
SIGNS	1245	
SINGLE FAMILY RES-AFFORDABLE HOUSING	13	
SINGLE FAMILY RES-CONVENTIONAL	366	
SINGLE FAMILY RES-EMPLOYEE HOUSING	9	
SINGLE FAMILY RES-FROM GUEST HOUSE	7	
SINGLE FAMILY RES-FROM MH	52	
SINGLE FAMILY RES-MODULAR	112	
SINGLE FAMILY RES-REPLACE OF	36	
SITE WORK	32	
SOLAR UNITS	11	
SPALLING/EXT CONCRETE REPAIRS	231	
STAIRS	120	
STUCCO	24	YES
TEMP USE/STRUCT PERMIT/TENTS	8	
TENNIS COURT - COMMERCIAL	5	
TENNIS COURT - RESIDENTIAL	5	
TIE DOWNS (EXISTING STRUCTURE)	30	
TRAILER-CONSTRUCT/SALES	102	
TREE REMOVAL/TRIM	290	
VACATION RENTAL	342	
WAREHOUSE	1	
XXXAPARTMENTS	8	
XXXBIO MISCELLANEOUS	520	
XXXBUILDING MISC WALK-THRU	43	
XXXBUILDING MISCELLANEOUS	4040	
XXXCOMMERCIAL MISC	910	
XXXCOMMERCIAL STORAGE-TEMP	1	
XXXCOMPLETE COMMERCIAL	10	
XXXCOMPLETE SFR - PROJECT STARTED	104	
XXXDEMO WALK-THRU	11	
XXXDRAINFIELD	23	
XXXDRIVEWAY	401	
XXXDUPLEX	2	
XXXELECTRIC WALK THRU	184	
XXXELECTRICAL - SINGLE FAMILY	4	
XXXEXTERIOR RENOVATIONS	460	
XXXFENCE/RETAINING WALLS-WALK THRU	36	
XXXFLAG POLE	5	YES
XXXFLOOR COVERING	8	YES
XXXFLORIDA ROOM	90	

Open (Not Expired or Closed) Issued Permits As of 2/1/16	Number of Open Issued Permits	Close OLD/In Active Permits with out Inspection or Investigation
Total	49019	4702
XXXINSTALL SEPTIC TANK	19	
XXXINTERIOR RENOVATIONS	731	
XXXLAND CLEAR/EXOTICS WALK-THRU	110	
XXXLAND CLEARING ATF	12	
XXXLBF - LIMITED BATH FACILITY	3	
XXXPEAROCK	6	
XXXPORCH-SCREEN	364	
XXXPOST CARD A/C PERMIT	136	
XXXRENEWAL OF BUILDING PERMIT	144	
XXXRETAINING WALL	43	
XXXREVISED PLANS	14	
XXXROOFING WALK-THRU	182	
XXXSEAWALL CAP	39	
XXXSEWAGE TREAT PLANT-RESIDENTIAL	6	
XXXSHUTTERS WALK-THRU	226	
XXXSINGLE FAMILY RES. RE-PERMIT	6	
XXXTEMPORARY STRUCTURE MCC 6-31	2	
XXXTRAILER - TEMPORARY	13	
XXXTRANSFER	11	
XXXTRANSFER & TO COMPLETE	9	
XXXWELL	14	
XXXWINDOW REPLACEMENT	133	
XXXTRANSPLANTATION OF PLANTS	1	
XXXTREE REMOVAL/TRIM EXOTICS ONLY	13	
RE# OPEN/EXPIRED PERMIT INVESTIGATION	15	
LOW VOLT ALARMS	29	
LND DEV - CHICKEE BY MICCOSUKEE/SEMINOLE	2	
XXXPLUMBING - SINGLE FAMILY	1	
SINGLE FAMILY RES-AFFORDABLE HOUSING	1	
PLUMBING-SEWER TIE-IN(ONE SFR)	6	
ELECTRIC	1	
XXXBUILDING MISC WALK-THRU	6	
AC REPLACEMENTS(RES)	1	
TEMP USE/STRUCT PERMIT/TENTS	1	
REMODEL/REPAIR RES EXT/INT	1	

Open Issued Permits >365 days From Last Passed Inspection(s)

As of 2/1/16

	Total	17,970
Year Issued	Count of Permit	
1987		14
1988		813
1989		764
1990		732
1991		925
1992		867
1993		932
1994		840
1995		855
1996		841
1997		754
1998		927
1999		1111
2000		611
2001		554
2002		580
2003		697
2004		582
2005		653
2006		881
2007		657
2008		183
2009		337
2010		305
2011		500
2012		359
2013		277
2014		409
2015		10
Grand Total		17970

Open Issued Permits >365 days From Last Passed Final Inspection(s)

As of 2/1/16

	Total	**10,906**
Row Labels	**Count of Permit**	
1987		5
1988		286
1989		234
1990		286
1991		404
1992		470
1993		614
1994		609
1995		596
1996		593
1997		449
1998		614
1999		780
2000		389
2001		354
2002		414
2003		521
2004		404
2005		396
2006		634
2007		445
2008		117
2009		101
2010		109
2011		378
2012		237
2013		180
2014		280
2015		5

Attachment G

MEMORANDUM
MONROE COUNTY GROWTH MANAGEMENT DIVISION
BUILDING DEPARTMENT
We strive to be caring, professional and fair

To: Staff

From: Joseph M. Paskalik, Sr. Director/Building Official

Date: September 15, 2008

RE: Expired Permit Renewal procedure

Requests to have permits closed have increased over the past 2 years. In an effort to help avoid confusion on how to accomplish this please observe the following:

Procedure for Renewing an Expired Permit (except ROGO/NROGO)

If a permit is expired the owner/contractor has two options:

1. ORIGINAL PERMIT COST WAS GREATER THAN $500.00 - Pay a minimum fee of $500 or current prorated fees, whichever is greater. With this scenario the original permit is renewed, inspected and closed out. (Page 9, number 8 of the Fee Schedule. Permit Renewal: a. Minimum Fee - $500.)

2. ORIGINAL PERMIT COSTS WAS LESS THAN $500.00 - Apply for a new permit, pay current fees and get the inspections. With this scenario, the original permit is "expired" and the new permit reflects the old permit number.

In a case where the work was partially done under the original permit, no inspections were performed and the work was concealed, a letter from an engineer attesting the construction was performed according to the building code is necessary to renew, or issue a new permit for inspections. (An example would be a roof completed without inspections.)

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Building

Bulk Item: Yes ___ No X Staff Contact /Phone #: Ed Koconis 453-8727

AGENDA ITEM WORDING: Approval to add three (3) full-time equivalents (FTEs) for Building Department 1 Building Inspector/Plans Examiner and 2 Customer Service Representatives to investigate, take action, and work on closing the 10,900+ open building permits.

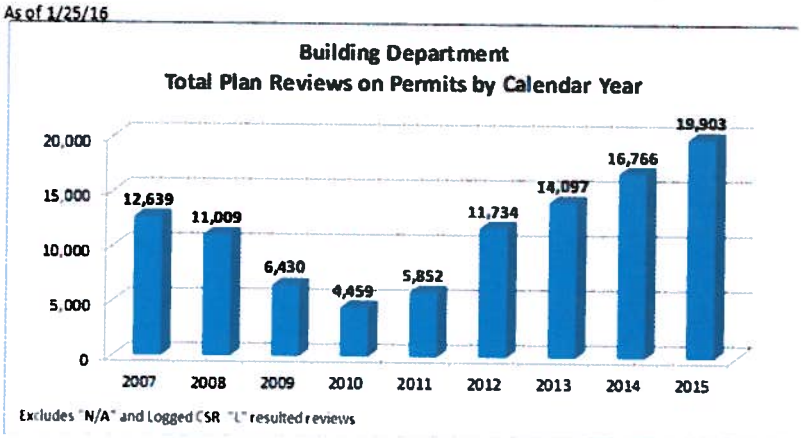
ITEM BACKGROUND: Building permits have been issued at a rate of about 4,900 per year (over the past five years.) Historically there have been a number of permits that have had one or more passed inspections, however the permits were never closed. This total number has grown to 17,970 permits that have had at least one passed inspection but none within the past 360 days. Of these, 10,906 have had at least one passed final inspection. The current practice involves investigating these open permits only upon request from the property owner or agent thereof. Staff is seeking BOCC direction on whether or not to proceed with working on proactively investigating and closing as many permits as possible via another agenda item and estimates that if the BOCC directs to move forward then three positions would be required to accomplish that task. It is estimated this task will take approximately 3 years and given retirement projections for several building staff, positions should be absorbed through attrition. Fund 180 does have adequate fee revenue to fund these positions.

The adjacent three graphs illustrate the large increase in plan reviews, inspections, and permits issued over the past several years.

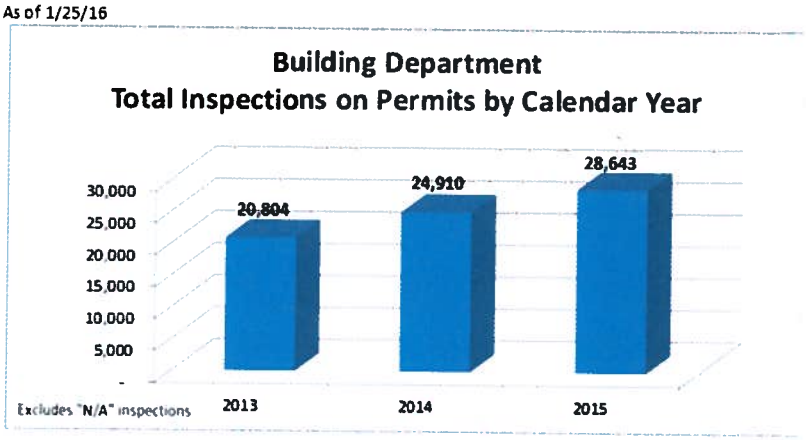
Since 2013, the number of plan reviews has increased 41%; the number of inspections has increased 37%; while the number of permits issued has increased 17%.

The additional work of investigating, taking action, and working on closing the 10,900+ open building permits would cause the level of service provided to our customers to deteriorate without adding personnel to deal directly with this issue.

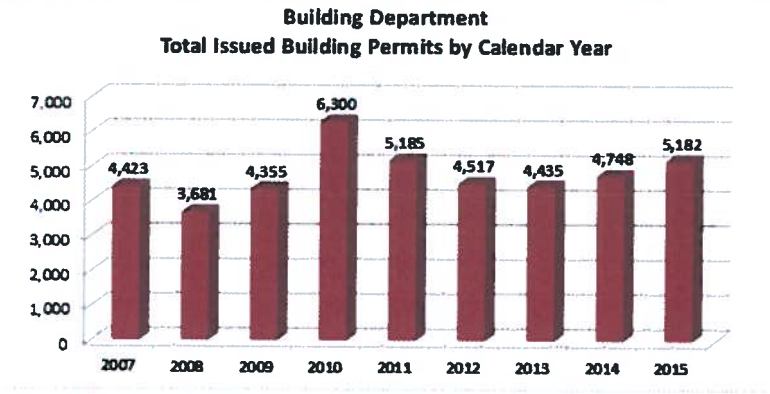
As of 1/25/16



As of 1/25/16



As of 1/25/16



PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: Approx. $244,000 (loaded) **INDIRECT COST:** N/A **BUDGETED:** Yes __ No __X__

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** 180-52502-510120

REVENUE PRODUCING: Yes ___ No __X_____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty STW 3/17 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included __X__ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

*** 1:30 P.M. CLOSED SESSION ***

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 – KL Division: County Attorney

Bulk Item: Yes ___ No XX Staff Contact Person: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of *Tropical Bayside Leasing, LLC. v. Monroe County & State of Florida Department of Transportation*, Case No. 15-CA-000115-P.

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Christine Limbert-Barrows and Chris Ambrosio, special litigation counsel Jeff Hochman, Esq. and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
1/20/16 (O-2) BOCC scheduled a closed session in this matter for 2/10/16 in Key West, FL at 1:30 p.m. or as soon thereafter as may be heard.
2/10/16 (J-1) BOCC continued the closed session in this matter to 3/23/16 in Key Largo, FL at 1:30 p.m. or as soon thereafter as may be heard.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: N/A

TOTAL COST: Court Reporter costs **INDIRECT COST:_____BUDGETED:** Yes ____ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Court Reporter costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No xx_____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

*** 1:30 P.M. CLOSED SESSION ***

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16– KL

Division: County Attorney

Bulk Item: Yes ___ No XX

Staff Contact(s): Bob Shillinger, 292-3470

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matters of 1) *Monroe County v. Marine Mammal Conservancy, Inc. (MMC), Code Compliance Case Nos. CEO6030008, CE09030107, CE11060014* and 2) R*obert Denenberg v. Marine Mammal Conservancy, Inc, Richard Gudoian, Jr., Monroe County, et al.*, Case No. 14-CA-000364A-001PK.

ITEM BACKGROUND: Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Peter Morris and Steve Williams and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
2/10/16 BOCC scheduled a Closed Session on 3/23/16 in Key Largo, FL at 1:30 p.m. or as soon thereafter as may be heard.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS:
N/A

TOTAL COST: Court Reporter costs **INDIRECT COST:_____BUDGETED:** Yes ____ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Court Reporter costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No xx **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

*** 1:30 P.M. CLOSED SESSION ***

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 – KL Division: County Attorney

Bulk Item: Yes ___ No XX Staff Contact Person: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of *Galleon Bay Corp. v. Monroe County & State of Florida*, Case No. 2002-CA-595-K.

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Derek Howard, Steve Williams and Peter Morris and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
3/1/16 BOCC scheduled the closed session in this matter for 3/23/16 in Key Largo, FL at 1:30 p.m. or as soon thereafter as may be heard.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: N/A

TOTAL COST: Court Reporter costs **INDIRECT COST:_____ BUDGETED:** Yes ____ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Court Reporter costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No xx _____ **AMOUNT PER MONTH____ Year ____**

APPROVED BY: County Atty X OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 03/23/2016 Division: Monroe County Sheriff's Office

Bulk Item: Yes X No ___ Department: Monroe County Sheriff's Office

Staff Contact Person/Phone #: Donatella Kelly 305-292-7001

AGENDA ITEM WORDING:
Request for expenditure from the Law Enforcement Trust Fund

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
Similar requests have been approved in the past

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $ 1,000.00 **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS** Law Enforcement Trust Funds

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Atty ____ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

February 8, 2016

Mr. Roman Gastesi, County Administrator
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

RE: Request for Expenditures from Law Enforcement Trust Fund

Dear Mr. Gastesi:

I would like to request that the Commission authorize the following expenditures from the Law Enforcement Trust Fund:

$ 500.00 Coral Shores High School Project Graduation 2015: To help cover expenses for the all-night event that provides a safe, drug, and alcohol free celebration to recognize the achievements of our graduating seniors.

$ 500.00 Key West High School Operation Graduation 2016: To help cover expenses for the all-night event that provides a safe, drug, and alcohol free celebration to recognize the achievements of our graduating seniors.

TOTAL: $ 1,000.00

I hereby certify that these expenditures are lawful pursuant to the Florida Contraband Act. There will be no recurring expenses in the existing budget.

Please feel free to contact my General Counsel, Patrick McCullah, or me, should you have any questions or concerns regarding this request.

Sincerely,

Rick Ramsay
Sheriff of Monroe County

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: _____March 23, 2016_____ Division: ____ Mayor / BOCC_3_____

Bulk Item: Yes _____ No _X_ Department: ___ Heather Carruthers_Dist 3_____

Staff Contact /Phone #: _Carol Schreck_____
305-292-3430

AGENDA ITEM WORDING: Preliminary discussion and recommendations for membership on Monroe County's Program for Public Information (PPI) Committee based on FEMA Committee requirements.

ITEM BACKGROUND: Monroe County is working toward FEMA's Community Rating System (CRS) entry in 2016. For future additional points, Monroe County is working on formulating a PPI Committee and developing a Monroe County Multijurisdictional Program for Public Information about flood hazards and flood insurance. Each local government that chooses to participate (Islamorada, Key Colony Beach, Key West, Marathon, Layton and Monroe County) needs to appoint at least one (1) government representative and one (1) public stakeholder. It is required that a portion of members come from the lender and insurance industry. Further, members that lead agencies that do emergency, insurance, or hazard public outreach programs would also be beneficial. There are strict attendance requirements for membership as each member must attend every meeting (estimated 4 meetings/year for the first year.)

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:0____ **INDIRECT COST: _____0_____BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____0_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No __0_____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: __March 23, 2016___ Department: __BOCC_____

Bulk Item: Yes ___ No __x__ Staff Contact /Phone #: _T. Colonna X4512_____ __

AGENDA ITEM WORDING:

Discussion and direction to consider approval of (meal) allowance rates to increase Breakfast from $6.50 to $10.00, Lunch from $13.50 to $15.00 and Dinner from $27.00 to $30.00 and to consider approval of an ordinance amending Sec.2-110(3) of the Monroe County Code to update the County's reimbursement rates for subsistence (meals).

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
2/18/2004 adopted Ordinance No.004-2004 ; 7/19/2006 adopted Ordinance No. 28-2006
7/16/2008 adopted Ordinance No.017-2008
3/18/15 adopted Ordinance No. 009-2015

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

*** 3:00 P.M. Public Hearing ***

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 18, 2015 - MAR Department: County Attorney

Bulk Item: Yes ___ No _X_ Staff Contact: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: A public hearing to consider approval of an ordinance amending Sec. 2-110(3) and Sec. 2-111(c) of the Monroe County Code to update the County's reimbursement rates for subsistence (meals) and mileage.

ITEM BACKGROUND: Pursuant to F.S. 112.061(14) (a)1., the BOCC can establish per diem, subsistence and mileage rates that differ from the rates set by state statute for state agencies by enactment of an ordinance or resolution. At the January 21, 2015 BOCC meeting, the Board directed staff to bring back an item to increase the mileage allowance rate to $0.53 cents (currently forty-four and one-half cents $0.445) and to return the subsistence (meal) allowance rates to Breakfast $6.50, Lunch $13.50 and Dinner $27.00 as set forth in *Ordinance No. 004-2004.* In 2008, due to the County's dire financial situation at the time, the Board adopted *Ordinance No. 017-2008* which decreased the County's subsistence (meal) allowance rates to Breakfast $6, Lunch $11 and Dinner $19.

Chapter 2. Article, III, Division 3. *Travel, Per Diem, Meals and Mileage Policy* of the Monroe County Code details the per diem, subsistence and mileage rates for the County. Any amendments to the Code must be made by Ordinance adopted by the Board at a noticed public hearing. This items seeks approval to advertise the public hearing for consideration of the proposed Ordinance to increase the mileage allowance rate to fifty-three cents ($0.53) and return the subsistence (meals) allowance rates to Breakfast $6.50, Lunch $13.50 and Dinner $27.00 as set forth in *Ordinance No. 004-2004.*

PREVIOUS RELEVANT BOCC ACTION:
2/18/2004 adopted *Ordinance No. 004-2004;* 7/19/2006 adopted *Ordinance No. 028-2006;*
7/16/2008 adopted *Ordinance No. 017-2008*
1/21/2015 Board directed staff to bring item back to return subsistence (meal) allowance rates to the rates set forth in *Ordinance No. 004-2004* and increase mileage allowance rate to fifty-three cents
2/18/15 BOCC approved a public hearing for 3/18/15 at 3:00 p.m. in Marathon, FL (P-4)

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Advertising Cost **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Atty _X_ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _X_ Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

ORDINANCE NO. 09 - 2015

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE III, DIVISION 3. *TRAVEL, PER DIEM, MEALS AND MILEAGE POLICY* OF THE MONROE COUNTY CODE BY AMENDING SECTION 2-110(3) TO RETURN THE SUBSISTENCE (MEALS) ALLOWANCE RATES TO THE RATES SET FORTH IN *ORDINANCE NO. 004-2004* WHICH ARE BREAKFAST $6.50, LUNCH $13.50 AND DINNER $27.00; AMENDING SECTION 2-111(c), INCREASING THE MILEAGE ALLOWANCE RATE FOR USE OF PRIVATELY OWNED VEHICLES FOR OFFICIAL TRAVEL TO FIFTY-THREE CENTS ($0.53) PER MILE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Monroe County Code Chapter 2, Article III, Division 3. *Travel, Per Diem, Meals and Mileage Policy* sets forth provisions governing travel reimbursement for public officers, employees and authorized persons of Monroe County; and

WHEREAS, Section 112.061(14)(a)1., Florida Statutes, allows counties to establish rates for per diem, subsistence (meals) and mileage allowances that exceed the rates set by statute for state agencies by enactment of an ordinance or resolution by the governing body; and

WHEREAS, on February 18, 2004, the Board adopted *Ordinance No. 004-2004* increasing the County's subsistence (meal) allowance rates to: Breakfast $6.50, Lunch $13.50 and Dinner $27.00; and

WHEREAS, on July 16, 2008, due to the County's dire financial situation at the time, the Board adopted *Ordinance No. 017-2008* reducing/returning the County's subsistence (meal) allowance rates to the statutory allowance rates set for State agencies which were: Breakfast $6.00, Lunch $11.00 and Dinner $19.00; and

WHEREAS, pursuant to F.S. 112.061(6)(b), the current subsistence (meals) allowance rates set by statute for State agencies is: Breakfast $6, Lunch $11 and Dinner $19; and

WHEREAS, on July 19, 2006, the Board adopted *Ordinance No. 028-2006* increasing the mileage allowance rate for the use of privately owned vehicles for official business to forty-four and one-half cents ($ 0.445) per mile to be consistent with the State's 2006 increase in the mileage allowance rate for State agencies; and

WHEREAS, pursuant to F.S. 112.061(7)(d)1.a., the current mileage allowance rate set by statute for state agencies for the use of privately owned vehicles for official business is forty-four and one-half cents ($0.445) per mile; and

WHEREAS, pursuant to Sec. 2-111(c), Monroe County Code, the County's current mileage allowance rate for the use of privately owned vehicles for official business is forty-four and one-half cents ($0.445) per mile; and

WHEREAS, the Board desires to update the County's reimbursement rates for subsistence (meals) and mileage; now therefore,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. **Sec. 2-110(3), Monroe County Code, is hereby amended to read as follows:**

Sec. 2-110. - Rates of per diem and subsistence allowance.

(3) All travelers shall be allowed the following amounts for subsistence while on class C travel on official business as provided in section 2-109(2):

a. Breakfast, $6.50 ~~00~~;

b. Lunch, $13.50 ~~11.00;~~ and

c. Dinner, $27.00 ~~19.00~~.

Note: The remainder of Sec. 2-110 remains unchanged.

Section 2. **Sec. 2-111, Monroe County Code, is hereby amended to read as follows:**

(c) The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the county administrator or his or her designee. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate of ~~$0.445~~ $0.53 per mile or the common carrier fare for such travel, as determined by the county administrator. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (h).

Note: The remainder of Sec. 2-111 remains unchanged.

SECTION 2: **SEVERABILITY**. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 5: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2)(b), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 18th day of February, 2015.

Mayor Danny L. Kolhage	_____
Mayor Pro Tem Heather Carruthers	_____
Commissioner George Neugent	_____
Commissioner David Rice	_____
Commissioner Sylvia J. Murphy	_____

(SEAL)
Attest: AMY HEAVILIN, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 2-23-15

ADDITIONAL BACK-UP:

1. **Current Monroe County Code (County rates):**
   - Sec. 2-110.(3) *Rates of per diem and subsistence allowance (*meal rates):
     $100 per day OR Breakfast $6; Lunch $11; Dinner $19
   - Sec. 2-111(c) *Transportation* – mileage rate for use of privately owned vehicle on public business: 44.5 cents per mile

2. **Current Florida Statutes (State rates):**
   - F. S. 112.061(b)(b). Rates of Per Diem and Subsistence Allowance (State meal rates)
     $100 per day OR Breakfast $6; Lunch $11; Dinner $19
   - F.S. 112.061(7)(d)1.a. Transportation (State mileage rate for use of private vehicle): 44.5 cents per mile
   - F.S. 112.061(14) authorizes Counties to establish a per diem rate, subsistence (meal) rates and a mileage rate that differs from the State rates through enactment of a resolution or ordinance by the governing body

3. ***Ordinance No. 017-2008*** adopted 7/16/2008: decreased/returned subsistence (meal) rates to State rates (rates prior to adoption of *Ordinance No. 004-2004)*:
   Breakfast $6; Lunch $11; Dinner $19
   OR Per diem @ $100 per day (per diem rate remained unchanged)

4. ***Ordinance No. 028-2006*** adopted 7/19/2006: increased mileage reimbursement rate for use of private vehicle to 44.5 cents per mile (consistent with 2006 State increase)

5. ***Ordinance No. 004-2004*** adopted 2/18/2004: increased per diem rate to $100 per day and subsistence (meal) rates to: Breakfast $6.50; Lunch $13.50; Dinner $27.00

ORDINANCE NO. 017 - 2008

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING SECTION 2-608(2), MONROE COUNTY CODE; PROVIDING FOR DECREASE IN SUBSISTENCE TO BREAKFAST $6.00; LUNCH $11.00; DINNER $19.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Monroe County Code Chapter 2, Article XXVI sets forth provisions governing travel reimbursements for Commissioners, officers and employees of Monroe County; and

WHEREAS, the Board of County Commissioners passed *Ordinance No. 004-2004* pursuant to Section 112.061(14), Florida Statutes, allowing counties to provide for per diem, meals and mileage reimbursements in excess of the rates established for state agencies by that statute; and

WHEREAS, due to the County's current dire financial situation, the Monroe County Board of County Commissioners now desires to decrease subsistence reimbursement amounts for Commissioners, officers and employees to that which is currently provided in Section 112.061(6)(b), Florida Statutes, to assist in remedying the situation just described; and

WHEREAS, Monroe County could realize a substantial savings by implementing this change; now, therefore

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

Section 1. Section 2-608(2), Monroe County Code shall be amended to read as follows:

(2) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business:

a. Breakfast $ 6.00
b. Lunch $11.00
c. Dinner $19.00

Section 2. SEVERABILTY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

Section 3. CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage at the public meeting described above, provided that a copy is thereafter filed with the Florida Department of State as provided in Section 125.66(2)(b), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 16th day of July, 2008.

Mayor Mario Di Gennaro	Yes
Mayor Pro Tem Charles "Sonny" McCoy	Yes
Commissioner Sylvia Murphy	Yes
Commissioner George Neugent	Yes
Commissioner Dixie Spehar	Yes

2008 JUL 25 AM 11:31
DANNY L. KOLHAGE
CLERK OF CT.
MONROE COUNTY, FLA.
FILED FOR RECORD

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Mario Di Gennaro

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 7-24-2008

ORDINANCE NO. 028 -2006

AN ORDINANCE AMENDING Section 2-609(c), MONROE COUNTY CODE; PROVIDING FOR INCREASE IN MILEAGE REIMBURSEMENT TO 44.5 CENTS PER MILE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Monroe County Code Chapter 2, Article XXVI sets forth provisions governing travel reimbursements for of Monroe County; and

WHEREAS, the Board of County Commissioners passed Ordinance No. 004-2004 pursuant to Section 112.061(14), Florida Statutes allowing counties to provide for per diem, meals and mileage reimbursements in excess of the rates established for state agencies by that statute; and

WHEREAS, Session Law 2006-41 has been enacted by the State Legislature and approved by the governor increasing those rates for state agencies; and

WHEREAS, Session Law 2006-41 provides a higher mileage reimbursement rate than Ordinance No. 004-2004 due to the escalation of gasoline prices; now therefore,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Section 2-609(c), Monroe County Code, shall be amended to read as follows:

(c) The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the county administrator or his or her designee. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate of forty-four and one-half cents ($0.445) per mile or the common carrier fare for such travel, as determined by the county administrator. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

Section 2. SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

Section 3. CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. EFFECTIVE DATE. This ordinance shall take effect when a copy has been accepted by the postal authorities of the Government of the United States for special delivery by certified mail to the Department of State.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 19th day of July, 2006.

Mayor Charles "Sonny" McCoy	Yes
Mayor Pro Tem Dixie Spehar	Yes
Commissioner George Neugent	Yes
Commissioner Glenn Patton	Yes
Commissioner David P. Rice	Yes

(Seal)

Attest: DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Charles "Sonny" McCoy

FILED FOR RECORD
2006 JUL 28 PM 2:30
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HOPTON
COUNTY ATTORNEY
Date 6/14/06

Board of County Commissioners

ORDINANCE NO. 004 - 2004

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PURSUANT TO SEC. 112.061(14), FLORIDA STATUTES, CREATING CHAPTER 2, ART. XXVI, MONROE COUNTY CODE, ADOPTING A TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY FOR MONROE COUNTY COMMISSION MEMBERS AND COUNTY OFFICERS AND EMPLOYEES; FURTHER ESTABLISHING TRAVEL REIMBURSEMENT RATE FOR PER DIEM AT $100 PER DAY, BREAKFAST AT $6.50, LUNCH AT $13.50, DINNER AT $27.00, AND MILEAGE AT $.40 PER MILE WHEN USING PRIVATE VEHICLES ON COUNTY BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the reimbursement amounts allowed County Commissioners, officers and employees under Sec. 112.061, FS, when traveling on County business have remained the same for many years;

WHEREAS, as a result those reimbursement amounts no longer bear any reasonable resemblance to the amounts a County Commissioner, County officer or employee must spend on meals and mileage when traveling on County business thus requiring the official traveler to spend his or her funds with only partial reimbursement; and

WHEREAS, Sec. 112.061(14), FS, was recently adopted by the Legislature in order to allow the various county commissions to increase reimbursement amounts for county commissioners and county officers and employees beyond the otherwise mandatory statutory amounts to remedy the situation just described;

WHEREAS, the Monroe County Board of County Commissioners desires to utilize the authority granted in Sec. 112.061(14), FS; now, therefore

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Chapter 2, Article XXVI, Monroe County Code, is hereby created to read as follows:

Sec. 2-604. Definitions. For the purposes of this ordinance, the following words shall have the meanings indicated:

(a) "Agency" or "public agency" shall mean Monroe County, Florida.

(b) "Agency head" or "head of the agency" shall mean the County Administrator

(c) "County officer" or "public officer" shall mean a County Commissioner

(d) " Employee" or "public employee" shall mean an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the County Administrator. The term shall also include the County Attorney and any Assistant County Attorney.

(e) "Authorized person" shall mean:

1. A person other than a public officer or employee as defined herein who is authorized by the agency head to incur travel expenses in the performance of official duties.
2. A person who is called upon by the County, pursuant to a written agreement, to contribute time and services as consultant or adviser.
3. A person who is a candidate for an executive or professional position, which position is identified as such by County policy.

(f) "Traveler" shall mean a public officer, public employee, or authorized person, when performing authorized travel.

(g) "Travel expense", "traveling expenses", "necessary expenses while traveling", "actual expenses while traveling", or words of similar nature shall mean the usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) "Common carrier" means a train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) "Travel day" means a period of 24 hours consisting of four quarters of 6 hours each.

(j) "Travel period" means a period of time between the time of departure and time of return.

(k) "Class A travel" means continuous travel of 24 hours or more away from official headquarters.

(l) "Class B travel" means continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(m) "Class C travel" means travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(n) "Foreign travel" means travel outside the United States.

(o) "Official headquarters" means the building or site in which the public officer or employee performs his or her job duties or in which he or she has been assigned an office or work space.

Sec. 2-605. AUTHORITY TO INCUR TRAVEL EXPENSES.

(a) All travel must be authorized and approved by the County Administrator, or his or her designated representative.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the County and must be within the limitations prescribed by this ordinance.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the County Administrator.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the County Administrator or the Board of County Commissioners candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) The County Administrator, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers and authorized persons for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(f) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the County may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the County or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the County Administrator or his or her designee.

Sec. 2-606. OFFICIAL HEADQUARTERS LOCATION. The official headquarters location of an officer or employee assigned to an office shall be the geographical area in which the office is located. For purposes of this ordinance, geographical area shall mean either the Lower Keys, the Middle Keys, or the Upper Keys.

Sec. 2-607. COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT. For purposes of reimbursement and methods of calculating fractional days of travel:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from official headquarters when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast--When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch--When travel begins before 12 noon and extends beyond 2 p.m.

3. Dinner--When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the geographical area of the official headquarters, except travelers will be entitled to the appropriate meal allowance as follows:

1. If the official headquarters location of the traveler is in the Lower Keys, and the traveler goes beyond the flashing traffic signal on Sugarloaf Key (approximately Mile Marker 17).
2. If the official headquarters location of the traveler is in the Middle Keys, and the traveler goes beyond the south end of the Spanish Harbor Bridge, or the traveler goes beyond the north end of the Long Key Bridge.
3. If the official headquarters location of the traveler is in the Upper Keys, and the traveler goes beyond Mile Marker 76 on Lower Matecumbe Key, or the traveler goes beyond the south city limits of Florida City in Dade County.

Sec. 2-608. RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE. For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are divided into the following groups and rates:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. One Hundred dollars per diem; or
2. If actual expenses exceed $100, the amounts permitted in paragraph (b) for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

1. Breakfast	$ 6.50
2. Lunch	$13.50
3. Dinner	$27.00

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

Sec. 2-609. TRANSPORTATION.

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been

incurred by a usually traveled route. The County Administrator or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the County Administrator or his or her designee.
3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the County Administrator is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the County.

(c) The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the County Administrator or his or her designee. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate of 40 cents per mile or the common carrier fare for such travel, as determined by the County Administrator. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

2. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the County Administrator when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The County Administrator or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the

approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and the County in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business.

(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

Sec. 2-610. OTHER EXPENSES.

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.
2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.
5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the County. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the County in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

Sec. 2-611. RULES. The County Administrator may adopt such rules, including, but not limited to, the general criteria to be used by the agency to predetermine justification for attendance by officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this ordinance. The County Administrator may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense.

Sec. 2-612. FRAUDULENT CLAIMS. Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this ordinance shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter.

(a) Any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the

provisions of this ordinance of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree as provided by statute, punishable as provided in s. 775.082 or s. 775.083., and whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid pursuant to the provisions of Section 112.061, Florida Statutes.

(b) Any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this ordinance of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, and whoever shall receive an allowance or reimbursement by means of a false claim, shall be subject to discipline, up to and including termination of employment. The amount involved shall not be material to the discipline to be imposed.

Sec. 2-613. TRAVEL VOUCHER FORMS. The County Administrator shall furnish a uniform travel voucher form which shall be used by all travelers and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment unless made on the form prescribed and furnished by the County Administrator. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section.

Sec. 2-614. ADVANCEMENTS. Notwithstanding any of the foregoing restrictions and limitations, the County Administrator or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

Sec. 2-615. DIRECT PAYMENT OF EXPENSES BY AGENCY. Whenever the County requires an employee or public officer to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the County Administrator or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The County Administrator or his or her designee may also grant prior approval to make direct payments of travel expenses in other situations that result in cost savings to the agency.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 18th day of February, 2004.

Mayor Nelson	Yes
Mayor Pro Tem Rice	Yes
Commissioner McCoy	Yes
Commissioner Neugent	Yes
Commissioner Spehar	No

Attest: DANNY L. KOLHAGE, Clerk

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

FILED FOR RECORD
2004 FEB 23 PM 1:56
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

Jordtravelperdiem

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 1-16-04

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: District 1

Bulk Item: Yes ____ No ___ Department: Commissioner Danny Kolhage

Staff Contact /Phone #: Isabel DeSantis 292-3440

AGENDA ITEM WORDING: Approval for the appointment of Peter Horton to the KWIA Ad Hoc Committee on Noise.

ITEM BACKGROUND: The Monroe County Board of County Commissioners established the Ad Hoc Committee on Noise on 5/16/95 by board motion. The committee is composed of airport neighbors and representatives of the airline industry. Members serve for the duration of the committee. Ad Hoc Committee meetings provide an opportunity to directly experience the viewpoints, ideas and concerns about noise at Key West International Airport. The Ad Hoc Committee generally meets on a bi-monthly basis.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

Monroe County Boards and Committees
Appointment Information

Board or Committee: KWIA Ad Hoc Committee on Noise

Commissioner Appointing Member: Danny L. Kolhage

Name of Member: Peter Horton

Address: 3312 Northside Drive #509
Key West, FL 33040

Mailing Address: SAA
_____
_____

Phone Numbers:
Home: N/A
Work: N/A
Cell: (305) 304-0063
Email: _____

Date of Appointment: 3/23/16
(The date of this BOCC agenda item)

Is this a Reappointment? Yes No X

New Term Expiration Date: Duration of committee

Name of Person Being Replaced: Kay Miller

Fulfilling Term of: N/A

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: District 1

Bulk Item: Yes ____ No ___ Department: Commissioner Danny Kolhage

Staff Contact /Phone #: Isabel DeSantis 292-3440

AGENDA ITEM WORDING: Approval for the appointment of Norma Faraldo to the KWIA Ad Hoc Committee on Noise.

ITEM BACKGROUND: The Monroe County Board of County Commissioners established the Ad Hoc Committee on Noise on 5/16/95 by board motion. The committee is composed of airport neighbors and representatives of the airline industry. Members serve for the duration of the committee. Ad Hoc Committee meetings provide an opportunity to directly experience the viewpoints, ideas and concerns about noise at Key West International Airport. The Ad Hoc Committee generally meets on a bi-monthly basis.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST:_____ INDIRECT COST: _____BUDGETED: Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH____ Year ____**

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 7/09

Monroe County Boards and Committees
Appointment Information

Board or Committee: KWIA Ad Hoc Committee on Noise

Commissioner Appointing Member: Danny L. Kolhage

Name of Member: Norma Faraldo

Address: 1501 17th Terrace
Key West, FL 33040

Mailing Address: SAA
_____
_____

Phone Numbers:
Home: N/A
Work: N/A
Cell: (305)296-3120
Email: _____

Date of Appointment: 3/23/16
(The date of this BOCC agenda item)

Is this a Reappointment? Yes No X

New Term Expiration Date: Duration of committee

Name of Person Being Replaced: Tina Mazzorana

Fulfilling Term of: N/A

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: District 1

Bulk Item: ____ No ___ Department: Commissioner Danny Kolhage

Staff Contact /Phone #: Isabel DeSantis (305) 292-3440

AGENDA ITEM WORDING: Approval for the re-appointment Patrick H. Rice, Ph.D. to the RESTORE Act Advisory Committee, with a term expiration date of March 23, 2017.

ITEM BACKGROUND: On February 20, 2013 – the BOCC adopted Resolution No. 094-2013 creating the Monroe County RESTORE ACT Advisory Committee. Terms for this Board are for one year.

PREVIOUS RELEVANT BOCC ACTION: On January 16, 2013 – Agenda item T1, the BOCC discussed direction for the RESTORE ACT local advisory committee.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

Monroe County Boards and Committees
Appointment Information

Board or Committee: Monroe County RESTORE Act Advisory Committee

Commissioner Appointing Member: Danny L. Kolhage

Name of Member: Patrick H. Rice, Ph.D.

Address: 5901 College Road
Key West, FL 33040

Mailing Address: SAA
_____
_____

Phone Numbers:
Home: _____
Work: (305) 809-3228
Cell: _____
Email: Patrick.Rice@fkcc.edu

Date of Appointment: 03/23/2016
(The date of this BOCC agenda item)

Is this a Reappointment? Yes X No _____

New Term Expiration Date: March 23, 2017

Name of Person Being Replaced: N/A

Fulfilling Term of: N/A

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Comm. David Rice, BOCC4

Bulk Item: Yes XX No ____ Staff Contact /Phone #: T. Lamarche, 305-289-6000

AGENDA ITEM WORDING: Approval to reappoint David Makepeace to the RESTORE Act Advisory Committee as the District 4 representative.

ITEM BACKGROUND: Mr. Makepeace has served on the committee since its inception in 2013. The committee is currently inactive, but the appointments are being kept current as additional awards of funds are expected in the future.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ INDIRECT COST: _____BUDGETED: Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ___ No XX **AMOUNT PER MONTH____ Year ____**

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included XX Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 6/15

Monroe County Boards and Committees
Appointment Information

Board or Committee: Monroe County RESTORE Act Advisory Committee

Commissioner Appointing Member: David Rice, (BOCC District 4)

Name of Member: David Makepeace

Address: 83311 Old Highway
Islamorada, FL 33036

Mailing Address: Same

Phone Numbers:
Work: N/A
Home: 305-664-3542
Cell: 305-393-3218
Fax: *
E-mail: permit51@comcast.net

Date of Appointment: March 23, 2016

Reappointment: YES

Date Term Expires: March 23, 2018

Name of Person Being Replaced: N/A

Fulfilling Term of: N/A

Misc. Info: Mr. Makepeace has served on this committee since its inception in 2013.

David Makepeace Bio
RESTORE Act Advisory Committee
Re-Appointment, District 4
March 23, 2016

David Makepeace is a recently retired 39 year Marine Educator in the Florida Keys. Makepeace, with a Bachelors Degree from The University of Miami and a Masters from The University of New England, is a pioneer in Marine and Environmental Service Learning. In 2009 he was selected as the top Service Learning practioner in Florida. The following year he was the Florida Marine Educator of the year. His Service Learning based Marine Science program was featured in Dive Training magazine, on NBC's Channel 1 and in Philippe Cousteau's guide to teen ocean advocacy "Going Blue." He was also a NOAA Environmental Hero in 1997. He has presented at numerous state and national education conferences and is considered an authority in Marine Education and Service Learning.

Born in the Keys, David currently serves on the FKNMS Advisory Council representing Citizens at Large. He has served as chair of the Islamorada Citizens Water Quality Improvement Committee since its inception. He is a past President of the Pigeon Key Foundation and currently serves on the Board of Coral Restoration Foundation and as President of Synergy Education Associates Inc. David is also currently serving on the Marine and Port Advisory Committee for the County.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: County Clerk

Bulk Item: Yes ✓ No ___ Staff Contact /Phone #: Cheryl Robertson 305-292-3532

AGENDA ITEM WORDING:

Revised Official Approval of Jan 20, 2016 Regular BOCC Meeting Minutes

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

Regular Meeting
Board of County Commissioners
Wednesday, January 20, 2016
Marathon, Florida

A regular meeting of the Monroe County Board of County Commissioners convened at 9:00 a.m. at the Marathon Government Center. Present and answering to roll call were Commissioner Danny Kolhage, Commissioner Sylvia Murphy, Commissioner George Neugent, Commissioner David Rice , and Mayor Heather Carruthers. Also present at the meeting were Bob Shillinger, County Attorney; Roman Gastesi; County Administrator; Cheryl Robertson, Deputy Clerk; county staff and members of the general public.

ADDITIONS, CORRECTIONS, DELETIONS

Item A1 Motion was made by Commissioner Neugent and seconded by Commissioner Murphy granting approval of the additions, corrections and deletions to the agenda. Motion carried unanimously. ***A copy of the approved changes are attached at the end of these minutes for reference.***

PRESENTATION OF AWARDS

Item B1 Presentation of Mayor's Proclamation declaring January, 2016 as Take Stock in Children Month in Monroe County Florida. Chuck Licis, Program Coordinator, addressed the Board and expressed his appreciation for awarding this Proclamation to the Take Stock in Children Program.

BULK APPROVALS

Commissioner David Rice addressed the audience regarding the Rules of Bulk Approval's items. Motion was made by Commissioner Neugent and seconded by Commissioner Kolhage granting approval of the following bulk items. Motion passed unanimously.

Item C1 Board granted approval to advertise a Request for Qualifications (RFQ) for Airport Consultant Services (Financial, General and Air Service Development) for Key West International Airport and The Florida Keys Marathon International Airport. Under FAA guidelines, the airports (Key West and Marathon) have to place the Airport Consultant Services out to bid approximately every five years.

Item C2 Board granted approval of 2nd Amendment extending the General Consulting Services Master Agreement with CDM Smith, Inc., for professional services at Key West International Airport and The Florida Keys Marathon International Airport for one remaining one-year term.

Item C3 Board granted approval of bid award and an annual contract in the amount of $100,000 with Gardens of Eden of the Florida Keys, Inc., for Landscaping Services at the Key West International Airport (KWIA). The contract will be funded with Airport Operating Account - 404.

Item C4 Board granted approval to issue a bid solicitation for Vending Machine Concession services at the Key West International Airport and the Florida Keys Marathon International Airport.

Item C6 Board granted approval of an Agreement with Parsons Brinckerhoff, Inc for Construction Engineering and Inspection (CEI) Services for the Card Sound Bridge Repair Project.

Item C7 Board granted approval to award contract to Coastal Gunite Construction Co. in the amount of $2,969,512.25 for the Card Sound Bridge Repair Project.

Item C8 Board granted approval to award a contract to Kisinger Campo & Associates, the highest ranked respondent, for Design & Permitting Services for the Garrison Bight Bridge Repair Project.

Item C9 Board granted approval of a task order with CDM Smith, Inc. for engineering design and permitting services for the Key Largo II Roadway and Drainage Improvements project. This task order is being awarded under the On Call contract for Professional Services.

Item C10 Board granted receipt of monthly report on change orders reviewed by the County Administrator's Office.

Item C12 Board granted approval of a Resolution to waive M.C.C. Section 18-25(b)(l), which prohibits possession of alcoholic beverages at Higgs Beach on May 22, 2016 for the 91 Annual Keys I 00 Ultra-marathon race.

RESOLUTION #004-2016 IS INCORPORATED HEREIN BY REFERENCE

Item C13 Board granted approval of a Second Amendment Agreement with Black Fire Protection, Inc. for "Full Maintenance - Fire Protection Systems" to correct a minor scrivener's error in the yearly cost in the amount of $11.20.

Item C14 Board granted approval of a Six Month Lease Extension Agreement with Pamela Uslander for a mobile food concession at Higgs Beach.

Item C15 Board granted approval of a lst Amendment Agreement to CPI-U adjustment with E E & G Environmental Services, LLC for professional beach cleaning, maintenance and beautification, Higgs Beach, Key West including the children's fenced in play area/beach side on weekends (Saturdays and Sundays).

Item C16 Board granted approval of Amendment 10 to the Cudjoe Regional ILA with FKAA to revise the advance schedule and add $5.95 million of additional funding for project changes authorized by the BOCC.

Item C17 Board granted approval of Amendment to Agreement dated ll/24/20 15, between GA Food Service, Inc., and Monroe County Board of County Commissioners (BOCC) I Social Services/Nutrition Services (for the provision of Congregate and Home Delivered Meals throughout Monroe County) for the CPI-U adjusted rate of $3.74 per meal.

Item C18 Board granted Ratification of Modification #4 of Federally-funded reoccurring Low Income Home Energy Assistance Program (LIHEAP), Subgrant Agreement# 15EA-OF-Il-54-0I-019 between the State of Florida, Department of Economic Opportunity and Monroe County Board of County Commission ers/Monroe County Social Services for the contract period of 4/ I I 15 to 3/ I 51I6, in the amount of$212,598.

Item C19 Board granted Ratification of Nutrition Services Incentive Program (NSIP) Amendment 003 to Contract US-1551 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2014-2015 (10/ 1114- services end on 9/30/ 15; contract ends on 12/31115) to increase funding/reimbursement rate per unit from $0.72 to $0.74 per unit and increase in units from 38,076 to 48,062. The overall reimbursement rate goes from $27,414 .99 to $35,730.19.

Item C20 Borad granted approval to advertise a public hearing for the 2/10/16 BOCC meeting to be held in the Lower Keys. The public hearing is to satisfy public input grant application requirements and to consider approval of Grant Award FTA Section 5310 - YEAR 41 (FFY 2016) Capital Assistance Grant for the purpose of purchasing four (4) para-transit vehicles (buses) to serve the transportation needs of the transportation disadvantaged, elderly, and persons with disabilities throughout Monroe County.

Item C21 Board granted approval to apply for a Florida Department of Transportation (FDOT) FTA Section 5310 Program Federal Fiscal Year (41) 2016 Capital Assistance Grant for the purposes of purchasing four (4) para transit vehicles (buses) to serve the transportation needs of the transportation disadvantaged, elderly, and persons with disabilities throughout Monroe County.

Item C22 Board granted approval of Amendment #005 of the Alliance for Aging , Inc. Standard Contract, Older Americans Act (OAA) Contract AA- 1529 between the Alliance for Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Social Services/In Home and Nutrition programs) for the current contract period of 111115 to 12/31115 to decrease funding from $462,507.23 to $433,888.25.

Item C23 Board granted Ratification of the Alliance for Aging, Inc. Standard Contract, Older Americans Act (OAA) Contract AA-1629 between the Alliance for Aging, Inc. (AAA) and the Monroe County Board of County Commissioners (Social Services/In Home and Nutrition programs) for the current contract period of 111/2016 to 12/3112016.

Item C25 Board granted Rescission of Item C-15 from December 9, 2015 regularly scheduled BOCC meeting due to a scrivener's error and Approval of Amendment #0001 to Contract #KG070, Community Care for Disabled Adults (CCDA) between the Florida Department of Children and Families (DCF) and Monroe County Board of County Commission ers (BOCC)/Monroe County Social Services/In Home Services.

Item C26 Board adopted the following approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue. The said resolutions are incorporated herein by reference:

Resolution #005-2016 receipt of unanticipated funds for Fund 207
Resolution #006-2016 receipt of unanticipated funds for Fund 158
Resolution #007-2016 amending resolution #301-2015 for Fund 125
Resolution #008-2016 receipt of unanticipated funds for Fund 125
Resolution #009-2016 transfer of funds for Fund fm 85504 to 22555
Resolution #010-2016 receipt of unanticipated funds for Fund 406
Resolution #011-2016 transfer of funds for Fund 502 fm 08002 to 08001
Resolution #012-2016 transfer of funds for Fund 160 fm 85556 to 20516
Resolution #013-2016 receipt of unanticipated funds for Fund 158
Resolution #014-2016 receipt of unanticipated funds for Fund 158
Resolution #015-2016 receipt of unanticipated funds for Fund 158
Resolution #016-2016 receipt of unanticipated funds for Fund 158
Resolution #017-2016 receipt of unanticipated funds for Fund 001
Resolution #018-2016 receipt of unanticipated funds for Fund 125
Resolution #019-2016 receipt of unanticipated funds for Fund 125
Resolution #020-2016 receipt of unanticipated funds for Fund 125
Resolution #021-2016 receipt of unanticipated funds for Fund 125
Resolution #022-2016 receipt of unanticipated funds for Fund 001

Item C29 Board granted approval of Lease Assumption and Consent between Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation, a Delaware Limited Liability Company (Assignor) , BBA US Holdings , Inc. a Delaware Corporation (Assignee), and Monroe County (Landlord) concerning the Fixed Based Operator lease at the Key West International Airport.

Item D1 Board granted approval of an Agreement with Greater Marathon Chamber of Commerce, Inc. covering The Original Marathon Seafood Festival in March 2016 in an amount not to exceed $40,000, DAC III FY 2016 Event Resources.

Item D2 Board granted approval of one "At Large" appointment to the Tourist Development Council District V Advisory Committee .

Item H1 Board granted approval an exception to Section 2.02C of the personnel policies and approval to create a new Customer Service Representative (CSR) position (FTE) to be occupied for up to six months overlapping with the current Coordinator Licensing position (who is resigning).

Item H2 Board granted approval of a second, one-year time extension of the URS Southern Corporation Continuing Contract for Transportation Planning Services. All terms and conditions of the original contract, including payment conditions, remain unchanged . The time extension will extend the current contract through March 15, 2017. (REVISED BACK-UP: Inserted pages 1 & 2 now signed by OMB and Risk and removed duplicate pages 6-14).

Item H3 Board granted approval of a resolution authorizing Code Compliance Inspector(s) Mallory Jones and Ariel Coli to issue citations for disposition in County Court.

RESOLUTION #023-2016 IS INCORPORATED HEREIN BY REFERENCE

Item K1 Board granted request for expenditure from the Law Enforcement Trust Fund. **DAY OF MEETING – REVISED BACK-UP (1/19/16):** The AIS and agenda backup now includes a revised AIS and documentation for an additional $2000 for the Military Order of the Purple Heart that was previously omitted. Agenda item wording remains the same.

$2000.00: Samuels's House Inc.

$2000.00: Military Order of the Purple Heart

Item L1 Board granted approval of reappointment of A1exsandra Corsi Leto to the Shared Asset Forfeiture Fund Advisory Board.

Item L4 Board granted approval to reappoint David Paul Horan to the Sheriff's Shared Asset Fine and Forfeiture (SAFF) Advisory Board.

Item L5 Board granted approval to reappoint James Bernardin as the District 4 Representative to the Tourist Development Council.

Item L7 Board granted approval of a resolution expressing the support of the Monroe County BOCC for Florida SB 1168/HB 989 which dedicates States funding for Everglades restoratoration projects from the Land Acquisition Trust Fund (Amendment 1).

RESOLUTION #003-2016 IS INCORPORATED HEREIN BY REFERENCE

Item M2 Board granted official approval of August 5, 2015 Special BOCC Meeting Minutes.

Item M3 Board granted official approval of October 21, 2015 BOCC Meeting Minutes.

Item M4 Board granted approval of FKAA invoices for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices under $50,000.00 are being submitted for approval. (November).

Item M5 Board granted approval of FKAA Invoices for the Fiscal Year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices $50,000.00 and over are being submitted for approval. (November).

Item M6 Board granted approval of Tourist Development Council expenses for the month of November 2015.

Item M7 Board granted approval of BOCC Warrants (including Payroll) for the month November 2015.

• A/P and Grant Warrants	#10003499-10004252
• Payroll Warrants	#50000566-50000683
• Payroll Vouchers	#3060271-3061258
• W/Comp Warrants	#20020-20115

001	General Fund	1,842.864.92
101	Fine & Forfeiture	210,023.89
102	Road/Bridges	116,466.96
115	Tourist Development Council (TDC) - Two Penny	290,854.97
116	TDC - Admin Promo 2 Cent	359,615.94
117	TDC - District 1 Third Cent	273,030.21
118	TDC - District 2 Third Cent	29,585.54
119	TDC - District 3 Third Cent	15,104.19
120	TDC - District 4 Third Cent	53,946.12
121	TDC - District 5 Third Cent	23,229.10
125	Grant Fund	245,145.10
130	Impact Fees/Roadways	93,204.01
141	Fire/Ambulance	611,755.66

144	Upper Keys Health Care	806.11
147	Unincorporated Service	78,819.78
148	Planning Building	335,837.98
149	Municpal Policing	
150	E911 Enhancement Fund	77,221.70
152	Duck Key Security	5,149.45
153	Local Housing Assistance	
157	Boating Improvement Fund	14,166.58
158	Miscellaneous Special Revenue Fund	345,295.53
160	Environmental Restoration	21,010.54
162	Law Enforcement Trust-600	1,000.00
163	Court Facilities	6,042.73
164	Drug Facilities Fees	
166	Marathon Munincipal Service	
168	Bay Point Wastewater MSTU	60.19
169	Big Coppitt Wastewater	
170	Key Largo Wasterwater	
171	Stock Island Wastewater	963.05
172	Cudjoe - Sugarloaf MSTU	
175	Long Key-Layton MSTU	180.57
176	Duck Key MSTU	
180	Building Funds	166,959.79
201	Building Dept. (PK)	
207	2003 Revenue Bonds	8,888.04
301	Building Dept (MTH)	-
304	1 Cent Infrastructure	536,986.55
308	Infrastructure Sales Tax Reveue Bond	-
310	Big Coppitt Wastewater	165.51
311	Duck Key Wastewater	981.52
312	Cudjoe Regional WW Project	8,674.27
314	Series 2014 Revenue Bonds	120,901.62
401	Card Sound Bridge	73,170.31
403	Marathon Airport	62,753.65
404	Key West Int'l Airport	585,220.72
406	PFC & Operating Restrictions	
414	MSD Solid Waste	968,928.56
501	Workers' Compensation	130,775.55
502	Goup Insurance Fraud	566,891.17
503	Risk Management Fund	22,062.00
504	Fleet Management Fund	112,425.27
512	Transit (KW)	
610	Fire/EMS LOSAP Trust Fund	2,220.00
	Totals	**$ 8,419,385.35**

Item M8 Board granted assets to be transferred from Card Sound to lower Keys Roads and Bridges.

Item M9 Board granted fixed asset reconciliation for FY 16.

Item M10 Board granted assets inventoried in FY 16 by Custodian .

Item M11 Board granted request to surplus assets no longer usable .

Item M12 Board granted BOCC Letter from Cherry Baekert on Audit Responsibilites.

Item M13 Board granted fixed Asset Reconciliation for FY16 periods 1,2,3 - for information purposes only.

Item M14 Board granted approval of FKAA invoices for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices under $50,000.00 are being submitted for approval. (December).

Item M15 Board granted approval of FKAA Invoices for the Fiscal Year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices $50,000.00 and over are being submitted for approval. (December).

Item M16 Board granted asset inventoried in FY16 by Custodian for informational purposes only.

Item M17 Board granted approval of Tourist Development Council expenses for the month of December 2015.

Item M18 Board granted approval of BOCC Warrants (including Payroll) for the month December 2015.

- A/P and Grant Warrants #10003499-10004288
- Payroll Warrants #50000686-50000743
- Payroll Vouchers #3061259-3062246
- W/Comp Warrants #200116-20258

001	General Fund	3,027,912.92
101	Fine & Forfeiture	10,620,262.60
102	Road/Bridges	369,931.04
115	Tourist Development Council (TDC) - Two Penny	465,964.99
116	TDC - Admin Promo 2 Cent	1,383,834.54
117	TDC - District 1 Third Cent	304,437.05
118	TDC - District 2 Third Cent	16,828.97
119	TDC - District 3 Third Cent	132,904.82
120	TDC - District 4 Third Cent	15,957.36
121	TDC - District 5 Third Cent	33,357.40
125	Grant Fund	494,105.23
130	Impact Fees/Roadways	
141	Fire/Ambulance	717,486.48

144	Upper Keys Health Care	2,643.72
147	Unincorporated Service	114,704.46
148	Planning Building	426,879,63
149	Municpal Policing	1,619,644.76
150	E911 Enhancement Fund	
152	Duck Key Security	5,816.05
153	Local Housing Assistance	82,473.31
157	Boating Improvement Fund	111,220.97
158	Miscellaneous Special Revenue Fund	32,214.38
160	Environmental Restoration	9,113,07
162	Law Enforcement Trust-600	5,250.00
163	Court Facilities	8,605.86
164	Drug Facilities Fees	45,347.41
166	Marathon Munincipal Service	
168	Bay Point Wastewater MSTU	
169	Big Coppitt Wastewater	
170	Key Largo Wasterwater	
171	Stock Island Wastewater	2,293.88
172	Cudjoe - Sugarloaf MSTU	374.55
174	Conch Key MSTU	182.55
175	Long Key-Layton MSTU	
176	Duck Key MSTU	
180	Building Funds	211,672.59
201	Building Dept. (PK)	
207	2003 Revenue Bonds	8,601.34
301	Building Dept (MTH)	
304	1 Cent Infrastructure	719,544.86
308	Infrastructure Sales Tax Reveue Bond	19,300.00
310	Big Coppitt Wastewater	246,21
311	Duck Key Wastewater	1,459.04
312	Cudjoe Regional WW Project	8,018,222.10
314	Series 2014 Revenue Bonds	227,552.75
401	Card Sound Bridge	81,008.04
403	Marathon Airport	231,119.44
404	Key West Int'l Airport	891,719.97
406	PFC & Operating Restrictions	12,043.20
414	MSD Solid Waste	1,427,415.09
501	Workers' Compensation	668,066.94
502	Goup Insurance Fraud	1,652,578.05
503	Risk Management Fund	150,505.20
504	Fleet Management Fund	142,994.67
512	Transit (KW)	
610	Fire/EMS LOSAP Trust Fund	3,405.00
	Totals	**$ 34,517,202.49**

Item M19 Board granted official approval of November 17, 2015 Regular BOCC Meeting Minutes.

Item N3 Board granted approval of Amendment No. 2 to the Task Order with HDR Engineering , Inc. to provide a retroactive 6 month no cost extension of time for professional consulting services for the County 's yard waste processing project. specifically the proposed gasification project. (REVISED BACK-UP ONLY) .

Item N4 Board granted approval of a Resolution endorsing the nomination of Mayor Pro Tem George Neugent for a position of the Executive Committee of the (RESTORE Act) Gulf Consortium. (REVISED BACKUP: Corrected signature block in resolution).

RESOLUTION #001-2016 IS INCORPORATED HEREIN BY REFERENCE

Item N5 Board granted approval of the Monroe County 2016 State Legislative Agenda.

Item N7 Board granted ratification of Amendment No. 6, which now includes previously omitted Exhibits A-6 and B-6, to the Contract for Engineering, Design and Permitting Senlices of the Demonstration Projects, with AMEC Foster Wheeler Environment and Infrastructure, Inc. approved as Item M7 at the December 9, 2015 regularly scheduled Board meeting.

Item N10 Board granted approval to enter into a contract with Douglas N. Higgins, Inc. for $423,957.00 for installation of a 60-inch circular concrete reinforced pipe culvert in order to increase the natural tidal flushing. The culvert will be placed to connect a dead end canal located between Warbler and Killdeer Lanes and the main canal, which also dead ends, that parallels Sunrise Drive. This canal is labeled #277 and is located in Tropical Bay Estates, Big Pine Key.

Item N11 Board granted ratification of three (3) small contracts signed by the County Administrator.

Item N12 Board granted ratification of agreement with Socrata for Open Data Platform.

Item N13 Board granted approval of the appointment of Anne-Marie Victor-Howe to the Historic Preservation Committee in the position of Professional.

Item N14 Board granted approval of the reappointment of Donna Bosold and Alice Allen in the category of Professional and Ray Rhash in the category of Layperson in the Historic Preservation Committee for a three year term.

Item N15 Board granted approval to enter into a no cost agreement with Joseph J. and Evelyn M. Rambo for a grant of easement and right of entry for use of their property locarted at Lots 9 and 10, Block 8, Tropical Bay, Third Addition, Big

Pine Key, Parcel Identification Number 00313940-000000, during construction of the canal culvert installation water quality improvement demonstration project at Canal #277, Tropical Bay Estates, Big Pine Key.

Item N16 Board granted approval to enter into an Agreement with Michael Bloch and Nancy Chicca-Bloch for a grant of easement and right of entry for use of their properties during construction of the canal culvert installation water quality improvement demonstration project at Canal #277, Tropical Bay Estates, Big Pine Key. Their properties are located at 1757 Watson Boulevard and Lot 1, Block 9, Tropical Bay, Third Addition, Big Pine Key, Florida 33043, Parcel Identification Numbers 00313950-000000 and 00312780-000000.

Item N17 Board granted approval of Grant Agreement S-0911 from the Florida Department of Environmental Protection (FDEP) for $50,000 of funding towards the $423,957.00 total cost of installation of a culvert on Canal #277 in Tropical Bay Estates on Big Pine Key, one of the original canal demonstration projects.

Item N18 Board granted approval to enter into Amendment No. 2 to the Memorandum of Understanding with the South Florida Regional Planning Council for conference planning and implementation services for the 7th Annual South east Florida Regional Climate Change Summit in the amount of $2575 to authorize miscellaneous expenditures for supporting the event.

Item O5 Board granted approval of waiver of "standard of conduct" provision of Section 112.313(3) and (7), for Gayle Tippett, member of the Tourist Development Council as allowed under Section 112.313(12), Florida Statutes. (REVISED BACK-UP: REVISED AIS AND INSERTED ADDITIONAL BACK-UP INFORMATION.)

Item O6 Board granted approval of a resolution providing sewer connection grant recipient relief to those individuals who qualify and obtain grant approval to connect to the central sewer system.

RESOLUTION #024-2016 IS INCORPORATED HEREIN BY REFERENCE

Item O7 Board granted semi-annual examination of public official bonds for County Commissioners and Constitutional Officers pursuant to F.S. 137.05 and §2-28 of the Monroe County Code and finding that all current bonds and/or insurance policies are adequate.

Item O8 Board granted authorization to initiate litigation against Snipe Property Trust 1 6/2/2014 and the property located at 2 Snipe Rd., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14080133.

Item O9 Board granted authorization to initiate litigation against Frank Rivera and Joan M. Kelly and the property located at 53 Bonefish Ave., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE13100064.

Item O10 Board granted authorization to initiate litigation against Richard August Renner and Shawna Meri Renner and the property located at 1 Jade Dr., Big Coppitt Key, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14100154.

Item O14 Board granted authorization to initiate litigation against Scott H. Pearson and the property located at 119 Ivanhoe Court, Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE09100130.

Item O15 Board granted authorization to initiate litigation against Jean-Sebastien and Trisha K. Gros and the property located at 2273 San Sebastian Drive, Big Pine Key, Florida, to seek compliance with the county Codes and enforce a lien arising from Code Compliance Case Number CEl0050020.

BULK APPROVALS

Item C5 Approval of Amendment 1 to task order with EAC Consulting, Inc. for engineering design and permitting services for Lake Surprise Estates (Key Largo) Roadway and Drainage Improvements project. The amendment adds fieldwork and preliminary analysis to adapt the project for sea level rise (SLR) projections based on 2015 tidal data for an additional fee of$27,240. Judith Clarke, Director of Engineering, addressed the Board discussing other work that is being done in the field. Roman Gastesi, County Administrator, addressed the Board as well. After discussion, a motion was made by Mayor Carruthers and seconded by Commissioner Neugent for approval of Amendment 1 to task order with EAC Consulting, Inc. Motion carried unanimously.

Item C11 Approval to waive bid irregularity, award bid, and enter into contract with All Florida Contracting Services (AFC) for the Murray E. Nelson Government Center generator retrofit and permanent installation ; and to enter into contract conditioned upon AFC providing its Monroe County business licenses and business tax receipt. This project is funded by the one- cent infrastructure tax. Kevin Wilson, Assistant County Administrator, addressed the Board to clarify the wording in the Agenda Item. After discussion, a motion was made by Commissioner Rice and seconded by Commissioner Neugent. Motion carried unanimously.

Item C24 Approval of implementation for free countywide transportation on all Monroe County Transit vehicles for senior citizens aged 60 and over beginning February 1, 2016. Public Speaker Louis Latorre representing the Elderly

Residents, Sheryl Graham; Director of Social Services, and Bob Shillinger; County Attorney addressed the Board. After discussion, a motion was made by Commissioner Neugent and seconded by Commissioner Murphy for approval. Motion carried unanimously.

THE FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS BOARD MEETING

FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

Present and answering to the Roll Call were Commissioner Danny Kolhage, Commissioner George Neugent, Commissioner David Rice, Vice Mayor Clark Snow, and Mayor Norman Anderson.

Item G1 Election of chairperson and vice-chairperson for the Board of Governors. A motion was made by Mayor Anderson and seconded by Vice Mayor Snow nominating Commissioner Neugent as Chairperson. Motion approved unanimously. A motion was made by Mayor Anderson and seconded by Commissioner Neugent nominating Commissioner Rice as Vice-Chairperson. Motion approved unanimously.

Item G2 Commissioner Rice moved for approval and seconded by Commissioner Kolhage to authorize a repair/refurb to a Monroe County Fire Rescue Ladder Truck, which could potentially affect Monroe County Fire Rescue's service delivery if not repaired. This truck has failed its annual (UL) test due to excessive rust to the frame and undercarriage. Request falls under Chapter 7(A) of the Monroe County Purchasing Policy ("Sole Source") or under Chapter 7(B) of the Monroe County Purchasing Policy ("Emergency Repairs"). Motion approved unanimously.

FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS ADJOURNED AND THE BOARD OF COUNTY COMMISSIONER'S MEETING RECONVENED

BULK APPROVALS

Item C27 Approval of agreement with Guidance Care Center for the Jail In- House Program for FY 2016.

Item C28 Authorization for the Mayor to execute a Memorandum of Understanding with Guidance/Care Center Women 's Jail Incarceration Drug Abuse Treatment program , for the period from Oct 1, 2015 through Sept 30, 2016. (REVISED BACKUP: now includes Attachment B).

A motion was made by Commissioner Neugent and seconded by Commissioner Kolhage for approval of both Agenda Items C27 and C28.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Kolhage	Yes
Commissioner Murphy	Absent
Commissioner Neugent	Yes
Commissioner Rice	Abstain
Mayor Carruthers	Yes

Motion carried.

COMMISSIONER' ITEMS

Item L3 Motion was made by Commissioner Neugent and seconded by Commissioner Rice for approval of the appointment of Kurt Lewin to the Affordable Housing Advisory Committee to fulfill the term of Heather Roberts who resigned, term to expire on 11/20/2016. Public Speaker Robby Majeska elected not to address the Board. Motion carried unanimously.

STAFF REPORTS

Kevin Wilson, Assistant County Administrator, provided updates on several projects including the Cudjoe Project.

Roman Gastesi, County Administrator, introduced Cammy Clarke; our new Public Information Officer. Cammy Clarke addressed the Board providing a few things that are being worked on. One particular area of discussion was the Monroe County Logo in which staff will start to work on taking into account the recommendations made by the Board. Once done, staff will bring back to the Board for consideration.

SOLID WASTE

Item J1 Discussion and direction and possible approval of request by Waste Management of Florida, Inc. (WM) for a contract amendment to allow WM to dispose the County's waste at another Waste-to-Energy Plant in Palm Beach County since the WTE in Broward County will no longer accept waste for processing. Kevin Wilson, Assistant County Administrator, summarized agenda item background and explained the moving parts of solid waste. Staff also seeks guidance as to what can be agreed upon within the contract. Public Speakers; Robby Majeska, Henry Sori (representing Waste Management/elected not to speak), Greg Sullivan (representing Waste Management) addressed the Board as well as Christine Limbert-Barrows (Assistant County Attorney), Bob Shillinger (County Attorney), and Roman Gastesi (County Administrator). Staff was directed to work with Waste Management on two guiding principles; (1) no increase in costs and maintain rates (2) maintain recycling rates or improve it.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

Item I2 Discussion of text amendments to allow maintenance dredging in canals with seagrasses to maintain navigability. Mayte Santamaria, Senior Director, laid the foundation for discussion while presenting a powerpoint presentation. Public Speakers; Dotti Moses (representing Last Stand), Demetrio Brid (representing Duck Key Community Benefit), David Williamson (representing Duck Key Property Assoc.), and Beth Ramsay-Vickrey. Rhonda Haag, Sustainability Director, addressed the Board. Staff wants to maintain navigability of previously dredged canals. Limit topic of potential amendments to canals and not channels and try to address the situation for both oceanside and bayside canals with a term like "sedimentary" deposits instead of "sand" deposits. Staff not to initiate amendments for this topic. Duck Key property owner's association needs to apply for the necessary comprehensive plan and land development code amendments. Staff to wait for applications and process through the normal public process.

COMMISSIONERS' ITEMS

Item L2 Discussion and direction of a proposal to revamp the funding mechanisms for fire rescue services and human services in a manner that reduces ad valorem taxation but allows for the expansion of services. The stage for the agenda item was set followed by Kevin Madox, Sr. Director of Stragetic Planning, who presented a powerpoint and provided detailed information in terms of cost and dollar figures. Bob Shillinger, County Attorney, and Roman Gastesi, County Administrator, addressed the Board. Public Speakers; Robby Majeska, Kate Bauer-Jones (representing United Way of the Fl. Keys), Dotti Moses, Deb Gillis, Gigi Varnum, Margie Smith (representing Keys Human Services Turst Exploratory Committee and Long Time Advocate for Working Families County-Wide), Ed

Morejon, and Maria Aguilar (representing Village of Islamorada. Staff directed to proceed with the following: identify what the problems are with the statute, decipher what our options are, craft some questions for the Attorney General and bring back before the Board for review.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

Item I1 Third public input opportunity for the discussion, and development of policy direction by Board of County Commissioners in regards to the proposed Florida Department of Economic Opportunity (DEO) "Vacant Lot Retirement and Hotel Unit Allocation Rule." Mayte Santamaria, Sr. Director, sets the stage. Public speakers; Dottie Moses, Bill Hunter, Joyce Newman (representing Last Stand), Jim Rhyme, Brian Schmidt, and Gigi Varnum. After discussion, staff will make these comments to the DEO and try to incorporate all these comments into the draft.

STAFF REPORT

Christine Hurley, Assistant County Administrator/Growth Management, as part of the staff report, the Board discussed issues of open permits. Public speakers; Alicia Putney, DonnaMerritt (representing Contractor's Association), Rudy Krause (Florida Keys Contractor's Association), and Chris Grafton (representing Florida Keys Contractor's Association). The focus of all parties is to work on this issue and to bring a proposed resolution in March.

COUNTY ADMINISTRATOR

Item N2 Presentation and staff update on the technical and financial due diligence process for the Energy 3 gasification facility project and project status and update by Energy 3. Rhonda Haag, Sustainability Director, provides a powerpoint with a brief update of how we got to this point. Engergy 3 provides a project update and HDR a Due Dilligence Report. Christine Limbert-Barrows, Assistant County Attorney, addressed the Board. Public Speakers; Dotti Moses (representing The Federation), Deb Curlee (representing Last Stand), Bill Hunter, Alicia Betancourt (representing Climate Change Advisory Committee), Robert Glazer (representing Monroe County Climate Advisory Committee), and Joyce Newman. Staff directed to continue to work on contract that demonstrates no risk to the county. Once completed, staff to bring contract before the Board tentatively at the March Meeting in Key Largo. If not, deadline at the April BOCC Meeting in Marathon.

PUBLIC HEARINGS

Item P1 A public hearing to consider approval of a resolution authorizing a special permit allowing a temporary construction staging area at property located on Killdeer Lane, Big Pine Key (Real Estate #00313940.000000), related to a canal

restoration project (Canal #277). No public speakers. A Motion was made by Commissioner Neugent and seconded by Commissioner Kolhage to adopt the following resolution. Unanimously approved.

RESOLUTION #025-2016 IS INCORPORATED HEREIN BY REFERENCE

Item P2 A public hearing to consider a resolution transmitting to the State Land Planning Agency an ordinance by the Monroe County Board of County Commissioners amending the Future Land Use Element of the Monroe County Year 2010 Comprehensive Plan to create Policy 107.1.5 Key Largo Mixed Use Area 2, to Provide Limitations on Development and Specific Restrictions to accompany a proposed amendment to the Future Land Use Map (FLUM) from Residential Low (RL) to Mixed Use/Commercial (MC), for property located at 97770 and 97702 Overseas Highway, MM98, Key Largo described as parcels of land in section 6, township 62 south, range 39 east, Island of Key Largo, Monroe County, Florida having real estate numbers 0009100.000000 and 00091020.000000. (Legislative Proceeding). No public speakers. A Motion was made by Commissioner Murphy and seconded by Commissioner Rice to adopt the following resolution. Unanimously approved.

RESOLUTION #002-2016 IS INCORPORATED HEREIN BY REFERENCE

Item P3 A public hearing for a proposed abandonment of a portion of the right-of-way of Seventh Avenue West Right of Way, adjacent to Lot 13, Block 18 Cudjoe Gardens Sixth Addition , according to the Plat thereof as recorded in Plat Book 6, at Page 66 of the Public Records of Monroe County, Florida. REQUEST TO CONTINUE HEARING UNTIL FEBRUARY 10, 2016. A Motion was made by Commissioner Neugent and seconded by Commissioner Rice to approve the request to continue hearing until February 10, 2016. Mayte Santamaraia requested that this agenda item actually be moved to the April 20th BOCC Meeting. No public speakers. Unanimously approved.

Item P4 A public hearing to consider an ordinance by the Monroe County Board of County Commissioners amending Table 4.1 Five-Year Schedule of Capital Improvements pursuant to Section 163.3177(3)(b), F.S. (Legislative Proceeding). A Motion was made by Commissioner Murphy and seconded by Commissioner Neugent to adopt the following ordinance. No public speakers. Unanimously approved.

ORDINANCE #001-2016 IS INCORPORATED HEREIN BY REFERENCE

Item P5 A public hearing to consider approval of an ordinance by the Monroe County Board of County Commissioners amending the Monroe County Tier Overlay District Map from No Designations to Tier I for property located at 610 Elma Avenue, Big Pine Key, mile marker #30, legally described as bay bottom

west and adjacent to lot 6 and the S of lot 7, Piney Point Subdivision (plat book 3, page 88) Monroe County, Florida having real estate number 00112000-000000; and amending the Monroe County Tier Overlay District Map from No Designation To Tier III for property located at Henry Lane, Big Pine Key, mile marker #29.75, legally described as a parcel of land in part of the SE % of the NE % (aka 40' x 305' roadway) of Section 27, Township 66 south, Range 29 east, Big Pine Key, Monroe County, Florida, having real estate number 00111880-000210; as proposed by the Monroe County Department of Planning and Environmental Resources. (REVISED BACK-UP: Added information provided via email by Property Owner. Mike Roberts, Senior administrator/Environmental Resources, sets the stage. Public speakers; property owners Benjamin and Geraldine Hodgers for Parcel A. Staff recommendations; Tier III for Parcel 00111880-000210 and Tier I for Parcel 00112000-000000. Mayte Santamaria; Senior Director of Planning and Environmental Resources, Christine Hurley; Assistant County Administrator, and Bob Shillinger; County Attorney addressed the Board. A motion was made by Commissioner Murphy and seconded by Commissioner Rice to give the property owners a Tier I designation. After discussion, Mayor Carruthers aksed if they would amend their motion and give Parcel B Tier III designation and Parcel A Tier I designation therefore moving staff's recommendations; agreed.

A Roll-Call was taken by the Clerk with the following results:

Commissioner Kolhage	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Mayor Carruthers	Yes

Motion carried.

ORDINANCE #002-2016 IS INCORPORATED HEREIN BY REFERENCE

STAFF REPORT

Mayte Santamaria, Senior Director of Planning and Environmental Resources, reported continuing to work on Comp Plan and Code updates for the 2030 Comp Plan. Also requesting to schedule a special BOCC meeting for March 1, 2016 (Tuesday) and April 13, 2016 (Wednesday) for adoption hearings for the Comp Plan and the Code. So moved by Commissioner Neugent and seconded by Commissioner Murphy. Motion carried.

COUNTY ADMINISTRATOR

Roman Gastesi, County Administrator, nothing else other than what was written; already spoke about Cammy Clarke our new PIO.

Item N8 Rescission of Item M8 from the December 9, 2015 regularly scheduled Board meeting due to a scrivener's error and approval of Amendment No. 6 with Erin L. Deady, P.A. for a pilot project on integrating design of stormwater, tide water and road elements in two communities for sea level rise adaptation and to extend the contract. Erin Deady, P.A. explains the term "opinion of probable construction costs estimate". A Motion was made by Commissioner Kolhage and seconded by Commissioner Rice for rescission of Item M8 from the December 9, 2015 regularly scheduled Board meeting. Motion approved unanimously.

Item N9 Approval to enter into Amendment No. 2 to a contract with Casa Operating Lessee Inc., d/b/a Casa Marina, A Waldorf Astoria Resort, for conference hosting and implementation services for the 7th Annual Southeast Florida Regional Climate Change Summit to authorize $13,065.72 for additional food and beverage services and audio visual services in support of the Summit, for a total not to exceed amount of$179,437.76. Commissioner Kolhage commented. A motion was made by Commissioner Kolhage and seconded by Commissioner Rice for approval. Motion approved unanimously.

COUNTY ATTORNEY

Item O1 Bob Shillinger, County Attorney, addressed the Board about the annual Ethics Training Provision in March otherwise April. We will provide some dates and bring back before the Board.

Item O2 Approval to schedule a special BOCC meeting on January 26, 2016 beginning at 9:30 a.m. in Marathon, FL for the purpose of holding an Attorney-Client Closed Session in the matter of Galleon Bay Corp. v. Monroe County & State of Florida, Case No. 2002-CA-595-K. Bob Shilling, County Attorney, read script into the record requesting a closed session in the matter of Galleon Bay Corp. v. Monroe County & State of Florida, Case No. 2002-CA-595-K. A Motion was made by Commissioner Rice and seconded by Commissioner Kolhage. Motion approved unanimously.

Item O3 Bob Shillinger, County Attorney, read script into the record requesting to hold an Attorney-Client Closed Session in the matter of Tropical Bayside Leasing, LLC. v. Monroe County & State of Florida Department of Transportation, Case No. 15-CA-000115- p at the regularly scheduled BOCC meeting on February 10, 2016 in Key West, FL at 1:30 p.m. or as soon thereafter as may be heard. A Motion was made by Commissioner Rice and seconded by Commissioner Neugent. Motion approved unanimously.

Item O4 Bob Shillinger, County Attorney, read script into the record requesting to hold an Attorney-Client Closed Session in the matters of Monroe County BOCC v. Construct Group Corp. and Berkley Regional Ins. Co., Case No. CA-K-15-844 and Construct Group C01p. v. Monroe County BOCC, Case No. CA-P-15-563 at the regularly scheduled BOCC meeting on February 10, 2016 in Key West , FLat

1:30 p .m . or as soon thereafter as may be heard. A Motion was made by Commissioner Rice and seconded by Commissioner Murphy. Motion approved unanimously.

Item O11 Authorization to initiate litigation against Guillermo Enrique Gonzalez and the property located at 805 Blue Heron Lane, Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14010070.

Item O12 Authorization to initiate litigation against Robert H. Montgomery and Neha S. Montgomery and the property located at 205 Shore Ave., Big Coppitt Key, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE14110087.

Item O13 Authorization to initiate litigation against Rodney D. Miller and the property located at 32 SE Marlin Ave., Key Largo, Florida, to seek compliance with the County Code and enforce a lien arising from Code Compliance Case Number CE13100125.

As to agenda Items O11, O12, and O13, Steve Williams, Assistant County Attorney addressed the Board. A Motion was made by Commissioner Kolhage and seconded by Commissioner Rice for approval. Motion carried unanimously for all three agenda items.

There being no further business, the meeting of the Board of County Commissioners was ADJOURNED.

_____

Amy Heavilin, CPA
Ex-officio Clerk to the Monroe County, FL
Board of County Commissioners
By: Cheryl Robertson
Executive Aide/Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016_____ Department: Finance Department

Bulk Item: Yes __X__ No ___ Staff Contact /Phone #: Pam Radloff/ 292-3560

AGENDA ITEM WORDING:

Approval of BOCC Warrants (Including Payroll) For The Month Of December 2015

ITEM BACKGROUND:

BOCC Warrants Issued for the Month Ending February 29, 2016 By Check and By Fund (includes TDC, Payroll, Grants, Electronic Transfers)

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval as submitted

TOTAL COST: $23,890,113 INDIRECT COST: _____BUDGETED: Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included __X__ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

BOCC

Voids and

Warrant Executive Summary

For February 2016

(1 page)

MONROE COUNTY CLERK'S OFFICE
WARRANTS / VOUCHERS FOR THE MONTH ENDING FEBRUARY 29, 2016
Prepared by: Finance Division

Accounts Payable/Grant Warrants	#10006513 - #10007451	$	21,628,590.29
Workers' Compensation Warrants	#200414- #200516	$	86,594.55
Payroll Warrants	#500006985- #50001035	$	1,446,447.48
Payroll Vouchers	#3063744- #3064248	$	126,301.71
IRS Payroll Taxes	Electronic Payment	$	595,883.50
FRS Payroll Contributions	Electronic Payment	$	313,368.99
Payroll Transfers	Electronic Payment	$	67,001.60
Repayments of Bonds & Interest	Electronic Payment	$	11,149.66
Payments to State of Florida	Electronic Payment	$	10,072.61
WT Sale of Vacand Land (Cudjoe Key)		$	451,503.64
Misc		$	-
NSF		$	3,245.47
VOIDS		$	(850,046.55)
		$	**23,890,112.95**

Check Date	Check Number	Vendor		Amount
02/22/2016	10004200	MICHAEL PETCHEY	$	(50.00)
02/01/2016	10006494	US COURTS AO -PACER SERVICE CTR	$	(76.00)
02/01/2016	10006512	PIERCE MANUFACTURING INC.	$	(849,804.00)
02/10/2016	10006829	DANISE D HENRIQUEZ TAX COLLECTOR	$	(116.55)
			$	**(850,046.55)**

February 2016
Summary (By Fund)
of
BOCC & TDC
Warrants, Voids
And Electronic Payments
(including Payroll)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING FEBRUARY 29, 2016
Prepared by: Finance Division

Fund	Expenditures by Fund	2/1/16-2/7/16 Week #1	2/8/16-2/14/16 Week #2	2/15/16-2/21/16 Week #3	2/22/16-2/28/16 Week #4	02/29/16 Week #5	TOTALS
001	General Fund	$ (342,464.75)	$ 265,520.95	$ 949,480.90	$ 250,211.06	$ -	$ 1,122,748.16
101	Fine & Forfeiture	74,740.41	76,627.86	69,535.03	17,686.93	-	238,590.23
102	Road/Bridges	71,814.61	10,559.69	85,732.92	62,382.29	-	230,489.51
115	Tourist Development Council (TDC) - Two Penny	34,726.76	223,410.27	20,320.85	52,342.42	-	330,800.30
116	TDC - Admin Promo 2 Cent	728,855.71	651,199.59	52,834.69	126,848.56	-	1,559,738.55
117	TDC - District 1 Third Cent	402,087.72	335,352.20	57,677.52	104,856.16	-	899,973.60
118	TDC - District 2 Third Cent	4,057.64	80,544.78	9,876.25	15.72	-	94,494.39
119	TDC - District 3 Third Cent	1,292.27	16,846.04	39,303.23	44.50	-	57,486.04
120	TDC - District 4 Third Cent	1,792.25	71,962.48	10,316.32	36.65	-	84,107.70
121	TDC - District 5 Third Cent	5,660.07	39,596.01	16,632.07	1,148.02	-	63,036.17
125	Grant Fund	88,412.39	63,899.24	176,814.54	4,618.42	-	333,744.59
130	Impact Fees/Roadways	-	-	16,661.00	-	-	16,661.00
141	Fire/Ambulance	385,631.21	46,054.52	265,784.23	22,562.45	-	720,032.41
144	Upper Keys Health Care	403.04	-	449.52	-	-	852.56
147	Unincorporated Service	36,619.22	22,967.27	22,923.82	13,363.51	-	95,873.82
148	Planning Building	155,124.55	8,326.70	194,891.45	3,748.76	-	362,091.46
149	Municipal Policing	132,179.25	-	-	-	-	132,179.25
150	E911 Enhancement Fund	34,416.67	-	-	-	-	34,416.67
152	Duck Key Security	552.90	-	147.87	-	-	700.77
153	Local Housing Assistance	24,296.80	6,896.93	25,219.94	-	-	56,413.67
157	Boating Improvement Fund	3,571.28	-	104,249.78	21,886.00	-	129,707.06
158	Miscellaneous Special Revenue Fund	1,296.20	2,020.27	1,511.53	13,451.02	-	18,279.02
180	Environmental Restoration	2,380.27	201.73	14,100.27	-	-	16,682.27
162	Law Enforcement Trust-600	-	-	-	-	-	-
163	Court Facilities	2,299.45	11,741.20	4,388.88	-	-	18,429.53
164	Drug Facilities Fees	-	-	-	-	-	-
166	Marathon Municipal Service	-	-	-	-	-	-
168	Bay Point Wastewater MSTU	45.13	-	30.09	-	-	75.22
169	Big Coppitt Wastewater	-	-	-	-	-	-
170	Key Largo Wastewater	-	-	-	-	-	-
171	Stock Island Wastewater	692.19	772.67	1,301.63	-	-	2,766.49
172	Cudjoe - Sugarloaf MSTU	-	-	-	-	-	-
174	Conch Key MSTU	-	-	-	-	-	-
175	Long Key-Layton MSTU	45.13	277.50	135.43	-	-	458.06
176	Duck Key MSTU	-	-	-	-	-	-
180	Building Funds	78,045.35	4,619.30	115,112.53	-	-	197,777.18
201	Building Dept. (PK)	-	-	-	-	-	-
207	2003 Revenue Bonds	11,149.66	-	-	-	-	11,149.66
301	Building Dept (MTH)	-	-	-	-	-	-
304	1 Cent Infrastructure	1,375,015.15	25,436.93	72,702.67	626,191.09	-	2,099,345.84
308	Infrastructure Sales Tax Revenue Bond	-	-	-	-	-	-
310	Big Coppitt Wastewater	60.19	4,494.40	285.90	-	-	4,840.49
311	Duck Key Wastewater	491.07	1,087.74	612.98	-	-	2,191.79
312	Cudjoe Regional WW Project	2,861.35	5,026.07	2,546.79	10,000,130.00	-	10,010,564.21
314	Series 2014 Revenue Bonds	21,117.15	-	520,995.32	6,003.50	-	548,115.97
315	Long Key Wastewater	-	1,300,000.00	-	-	-	1,300,000.00
401	Card Sound Bridge	19,065.95	54,413.40	18,946.44	32,198.38	-	124,624.17
403	Marathon Airport	44,081.33	2,606.25	14,395.11	-	-	61,082.69
404	Key West Int'l Airport	141,457.49	31,060.83	97,323.15	78,917.18	-	348,758.65
406	PFC & Operating Restrictions	-	-	-	-	-	-
414	MSD Solid Waste	634,250.05	108,641.00	622,078.59	93,504.33	-	1,458,473.97
501	Workers' Compensation	52,352.85	20,007.75	37,955.91	14,244.74	-	124,561.25
502	Group Insurance Fund	504,175.08	79,381.68	237,545.40	24,468.62	-	845,570.78
503	Risk Management Fund	6,180.83	13,987.24	7,670.31	-	-	27,838.38
504	Fleet Management Fund	36,754.91	17,585.66	42,690.16	7,358.69	-	104,389.42
512	Transit (KW)	-	-	-	-	-	-
610	Fire/EMS LOSAP Trust Fund	-	-	-	-	-	-
	Totals	**$ 4,777,586.78**	**$ 3,603,126.15**	**$ 3,931,181.02**	**$ 11,578,219.00**	**$ -**	**$ 23,890,112.95**

Detail BOCC Warrant Listing

Accounts Payable

And Other

Warrants (Grants)

Including Voids Issued in

The Month of February 2016

(20 pages)

MONROE COUNTY BOCC BANK ACCOUNTS
WARRANTS / VOUCHERS FOR THE MONTH ENDING FEBRUARY 29, 2016
Prepared by: Finance Division

Check Number	Check Date	Vendor	Status	Check Amount
10006513	02/02/2016	AMEC FOSTER WHEELER ENV&INFRASTRUCT	R	$ 6,510.00
10006514	02/02/2016	AT&T	R	$ 160.37
10006515	02/02/2016	BLACK FIRE PROTECTION, INC.	R	$ 22,150.00
10006516	02/02/2016	CARE IN THE KEYS INC	R	$ 19,886.51
10006517	02/02/2016	CPH INC	R	$ 3,300.00
10006518	02/02/2016	EAC CONSULTING, INC.	R	$ 8,880.20
10006519	02/02/2016	FLORIDA KEYS ELECTRIC COOP INC	R	$ 200.00
10006520	02/02/2016	GA FOOD SERVICE INC	R	$ 9,196.78
10006521	02/02/2016	GOVCONNECTION, INC	R	$ 3,084.00
10006522	02/02/2016	ISABEL R CONROY	R	$ 66.78
10006523	02/02/2016	JACOBS PROJECT MANAGEMENT CORP	R	$ 50,871.98
10006524	02/02/2016	JENNA L FREDERICK TUTTLE	R	$ 35.21
10006525	02/02/2016	JND THOMAS COMPANY INC	R	$ 149,681.70
10006526	02/02/2016	KEY WEST HOUSING AUTHORITY	R	$ 2,167.50
10006527	02/02/2016	KEYS ENERGY SERVICES LIHEAP	R	$ 1,421.23
10006528	02/02/2016	KL FIRE RESCUE & EMS DIST	R	$ 148,827.00
10006529	02/02/2016	MONROE COUNTY DEPT OF SOCIAL SVCS	R	$ 2,208.80
10006530	02/02/2016	OVERDRIVE, INC.	R	$ 388.94
10006531	02/02/2016	PIERCE MANUFACTURING INC.	R	$ 849,804.00
10006532	02/02/2016	QUEEN CONCH CONSTRUCTION CO	R	$ 22,088.00
10006533	02/02/2016	RCQUINN CONSULTING INC	R	$ 12,500.00
10006534	02/02/2016	RS&H	R	$ 1,998.60
10006535	02/02/2016	SEA TECH OF THE FL KEYS INC	R	$ 14,012.00
10006536	02/02/2016	SHELLY KRUEGER	R	$ 911.99
10006537	02/02/2016	SHELLY KRUEGER	R	$ 266.11
10006538	02/02/2016	SOUTH FLORIDA WATER MANAGEMENT	R	$ 250.00
10006539	02/02/2016	TONNY JOYCE	R	$ 366.23
10006540	02/02/2016	WILLIAM P HORN ARCHITECT PA	R	$ 947.95
10006541	02/03/2016	AT&T COMMUNICATIONS SYSTEMS S.E.	R	$ 13,642.19
10006542	02/03/2016	A JACK MEIER JR	R	$ 1,693.50
10006543	02/03/2016	AARON COLLER	R	$ 160.00
10006544	02/03/2016	AFLAC GENERAL	R	$ 530.76
10006545	02/03/2016	AFLAC SECTION 125	R	$ 3,345.39
10006546	02/03/2016	ALEXANDRA MARIE DAVIS	R	$ 220.00
10006547	02/03/2016	ALL KEYS GAS DISTRIBUTION, LLC	R	$ 234.96
10006548	02/03/2016	ALLISON M KATZ	R	$ 990.72
10006549	02/03/2016	AMAZON. COM	R	$ 725.98
10006550	02/03/2016	AMERICAN DATABANK, LLC	R	$ 354.00
10006551	02/03/2016	ARNOLDS AUTO & MARINE REPAIR INC	R	$ 350.00
10006552	02/03/2016	ARTISTIC FLOORING & DESIGN FL KEYS	R	$ 455.50
10006553	02/03/2016	ASSOC OF STATE FLOODPLAIN MANG INC	R	$ 110.00
10006554	02/03/2016	AT&T	R	$ 1,217.86
10006555	02/03/2016	AT&T	R	$ 270.04
10006556	02/03/2016	AT&T	R	$ 340.99
10006557	02/03/2016	AT&T	R	$ 35.14
10006558	02/03/2016	AT&T TELECONFERENCE SERVICES	R	$ 25.67

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10006559	02/03/2016	BAKER AND TAYLOR INC	R	$ 1,068.97
10006560	02/03/2016	BANNER TIRE OF KEY WEST INC	R	$ 986.49
10006561	02/03/2016	BARACK PENSIONS LLC	R	$ 1,510.00
10006562	02/03/2016	BARNES ALARM SYSTEMS INC	R	$ 160.63
10006563	02/03/2016	BECKMANN AUTO & MARINE INC DBA	R	$ 41.98
10006564	02/03/2016	BECKMANN'S AUTO KEY WEST	R	$ 28.85
10006565	02/03/2016	BIG COPPITT VOLUNTEER FIRE DEPT	R	$ 4,355.00
10006566	02/03/2016	BLUE CROSS & BLUE SHIELD OF FL INC	R	$ 256,328.76
10006567	02/03/2016	BOUND TREE MEDICAL LLC	R	$ 6,863.43
10006568	02/03/2016	BOYS & GIRLS CLUBS OF THE KEYS AREA	R	$ 14,712.39
10006569	02/03/2016	BURKHARDS TRAILER & EQUIPMENT INC	R	$ 4,799.00
10006570	02/03/2016	C.B. SCHMITT REAL ESTATE CO. INC.	R	$ 8,705.60
10006571	02/03/2016	CALIFORNIA STATE DISBURSEMENT UNIT	R	$ 251.53
10006572	02/03/2016	CANON FINANCIAL SERVICES INC	R	$ 1,690.46
10006573	02/03/2016	CAROLINA SOFTWARE INC	R	$ 500.00
10006574	02/03/2016	CERTIFIED APPLIANCE REPAIR, INC.	R	$ 356.27
10006575	02/03/2016	CHARTER PEST CONTROL INC	R	$ 381.00
10006576	02/03/2016	CINTAS CORP	R	$ 183.98
10006577	02/03/2016	CLERK OF THE CIRCUIT COURT	R	$ 31.50
10006578	02/03/2016	COFFIN MARINE SERVICES, INC	R	$ 979.00
10006579	02/03/2016	COMCAST	R	$ 8.93
10006580	02/03/2016	COMCAST	R	$ 19.95
10006581	02/03/2016	COOKE COMMUNICATIONS DBA FL KEYS.C	R	$ 10,849.32
10006582	02/03/2016	COOKE COMMUNICATIONS LLC	R	$ 141.55
10006583	02/03/2016	CVS PHARMACY, INC.	R	$ 1,051.99
10006584	02/03/2016	DANISE D HENRIQUEZ TAX COLLECTOR	R	$ 116.55
10006585	02/03/2016	DANISE D HENRIQUEZ TAX COLLECTOR	R	$ 116.55
10006586	02/03/2016	DARREN JENSEN	R	$ 240.00
10006587	02/03/2016	DAVID MILLAN	R	$ 550.00
10006588	02/03/2016	DAVID P RICE	R	$ 21.20
10006589	02/03/2016	DELTA DENTAL INSURANCE COMPANY	R	$ 61,615.15
10006590	02/03/2016	DEMCO INC	R	$ 2,136.52
10006591	02/03/2016	DEPARTMENT OF MANAGEMENT SERVICES	R	$ 105.58
10006592	02/03/2016	DION OIL COMPANY, LLC	R	$ 4,042.29
10006593	02/03/2016	DISCOUNT SCHOOL SUPPLY	R	$ 161.75
10006594	02/03/2016	DUNCAN'S AUTO SALES, INC	R	$ 244.46
10006595	02/03/2016	ELECTRONIC RECYCLING CENTER	R	$ 600.00
10006596	02/03/2016	EMC OIL CORP	R	$ 30.25
10006597	02/03/2016	EMPLOYERS MUTUAL, INC.	R	$ 5,909.83
10006598	02/03/2016	ENVISION PHARMACEUTICAL SVCS INC	R	$ 149,164.41
10006599	02/03/2016	ERLA INC DBA EMSAR FLORIDA	R	$ 290.62
10006600	02/03/2016	ERNEST RHODES PLUMBING INC	R	$ 1,216.46
10006601	02/03/2016	EVAN CALHOUN	R	$ 440.00
10006602	02/03/2016	FAIRCOUNT LLC	R	$ 6,500.00
10006603	02/03/2016	FEDERAL EXPRESS CORP	R	$ 45.50
10006604	02/03/2016	FIRE TECH REPAIR SERVICE INC	R	$ 4,763.45
10006605	02/03/2016	FISHERMENS HOSPITAL INC DBA	R	$ 9,361.48
10006606	02/03/2016	FLAMINGO OIL CO	R	$ 912.00
10006607	02/03/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 10,905.52

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10006608	02/03/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	R	$ 16,489.42
10006609	02/03/2016	FLORIDA SOCIETY OF ARCHIVISTS INC	R	$ 50.00
10006610	02/03/2016	FORESTRY SUPPLIERS, INC	R	$ 1,081.80
10006611	02/03/2016	FOUR STAR RENTAL INC	R	$ 124.36
10006612	02/03/2016	FREDDY RODRIGUEZ	R	$ 220.00
10006613	02/03/2016	GARDENS OF EDEN OF THE FLORIDA KEYS	R	$ 1,762.50
10006614	02/03/2016	GEORGE R NEUGENT	R	$ 710.42
10006615	02/03/2016	GFS FL LLC DBA GFS FLORIDA DIVISION	R	$ 621.94
10006616	02/03/2016	GLOBAL EXHIBITIONS GROUP LLC	R	$ 30,714.00
10006617	02/03/2016	GOVCONNECTION, INC	R	$ 3,069.76
10006618	02/03/2016	GOVERNMENT FINANCE OFFICERS ASSOC	R	$ 150.00
10006619	02/03/2016	GRAINGER	R	$ 802.94
10006620	02/03/2016	GREG KORZEN	R	$ 240.00
10006621	02/03/2016	HAWKS CAY INVESTORS LTD	R	$ 250.00
10006622	02/03/2016	HOMESTEAD FORD INC.	R	$ 182.12
10006623	02/03/2016	IAFF LOCAL #3909	R	$ 1,800.00
10006624	02/03/2016	INTEGRATED FIRE & SECURITY	R	$ 1,450.00
10006625	02/03/2016	INTERLINE BRANDS INC DBA SEXAUER	R	$ 992.10
10006626	02/03/2016	INTERLINE BRANDS INC / SUPPLYWORKS	R	$ 612.90
10006627	02/03/2016	INTERNATIONAL CODE COUNCIL INC	R	$ 658.68
10006628	02/03/2016	JACLYN CARNAGO	R	$ 50.88
10006629	02/03/2016	JANE M ISHERWOOD	R	$ 1,015.72
10006630	02/03/2016	JAYNES CLEANING SERVICE INC	R	$ 2,150.00
10006631	02/03/2016	JAYNES CLEANING SERVICE INC	R	$ 300.00
10006632	02/03/2016	JENNIFER SANCHEZ	R	$ 1,750.00
10006633	02/03/2016	JOANN BRANCEL	R	$ 1,375.83
10006634	02/03/2016	JOHN GABAY	R	$ 220.00
10006635	02/03/2016	JOHN K SMITH-SMITH AUTO & MARINE	R	$ 16.17
10006636	02/03/2016	K MART STORES 9224	R	$ 422.34
10006637	02/03/2016	KEVIN TALBOTT	R	$ 600.00
10006638	02/03/2016	KEVIN WILSON	R	$ 887.93
10006639	02/03/2016	KEY WEST BUSINESS GUILD	R	$ 100.00
10006640	02/03/2016	KEY WEST ELECTRICAL REPAIR INC	R	$ 160.90
10006641	02/03/2016	KEY WEST FAMILY MEDICAL CENTER	R	$ 85.00
10006642	02/03/2016	KEY WEST URGENT CARE INC	R	$ 300.00
10006643	02/03/2016	KEY WEST URGENT CARE INC	R	$ 460.00
10006644	02/03/2016	KEYS ENERGY SERVICES	R	$ 16,903.73
10006645	02/03/2016	KEYS PEST CONTROL	R	$ 259.00
10006646	02/03/2016	KEYS SANITARY SERVICE	R	$ 187,228.72
10006647	02/03/2016	KEYS SUPPLY, INC. - PLANTATION	R	$ 162.92
10006648	02/03/2016	KEYS TO BE THE CHANGE INC	R	$ 8,158.50
10006649	02/03/2016	KLI SUPPLY INC TRUE VALUE	R	$ 7.56
10006650	02/03/2016	LEXIS NEXIS	R	$ 873.60
10006651	02/03/2016	LIANA PYNE	R	$ 1,808.50
10006652	02/03/2016	LILI HEISSENBUTTEL	R	$ 232.60
10006653	02/03/2016	LINDA MIXON	R	$ 460.00
10006654	02/03/2016	LINDSEY BALLARD	R	$ 50.88
10006655	02/03/2016	LIQUID O2 TRANSFILLS, INC	R	$ 1,120.00
10006656	02/03/2016	LISA TENNYSON	R	$ 50.88

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10006657	02/03/2016	LITERACY VOLUNTEERS OF AMERICA	R	$ 7,800.00
10006658	02/03/2016	LOW KEY SUPPLY INC	R	$ 1,044.99
10006659	02/03/2016	LOWER KEYS CHAMBER OF COMMERCE	R	$ 200.00
10006660	02/03/2016	LUIS ARGUEZ	R	$ 136.00
10006661	02/03/2016	MARATHON GARBAGE SERVICE, INC.	R	$ 159,629.25
10006662	02/03/2016	MARATHON INTERNATION BONEFISH	R	$ 982.50
10006663	02/03/2016	MARIA GUERRA	R	$ 152.64
10006664	02/03/2016	MARTIN S HARBIN	R	$ 160.00
10006665	02/03/2016	MASTER MECHANICAL SERVICES INC	R	$ 2,593.22
10006666	02/03/2016	MICHAEL S WILES	R	$ 40.05
10006667	02/03/2016	MICHELLE WYMAN LEE	R	$ 320.00
10006668	02/03/2016	MICHIGAN STATE DISBURSEMENT UNIT	R	$ 199.50
10006669	02/03/2016	MINNESOTA LIFE INSURANCE COMPANY	R	$ 3,779.60
10006670	02/03/2016	MONROE COUNTY HOMELESS SERVICES	R	$ 1,000.00
10006671	02/03/2016	MONROE COUNTY SHERIFF OFFICE	R	$ 23,658.74
10006672	02/03/2016	MONROE COUNTY SHERIFF OFFICE	R	$ 10,757.93
10006673	02/03/2016	MONROE COUNTY SHERIFFS OFFICE	R	$ 132,179.25
10006674	02/03/2016	MONROE COUNTY SHERIFFS OFFICE	R	$ 3,883.00
10006675	02/03/2016	MONROE COUNTY SHERIFFS OFFICE	R	$ 376.34
10006676	02/03/2016	MONROE COUNTY SHERIFFS OFFICE	R	$ 2,198.43
10006677	02/03/2016	MUNICIPAL CODE CORP	R	$ 243.60
10006678	02/03/2016	NORTH AMERICA FIRE EQUIPMENT CO INC	R	$ 1,513.94
10006679	02/03/2016	OCEAN REEF CLUB INC	R	$ 28,933.92
10006680	02/03/2016	OCEAN REEF VOL. FIRE DEPT. INC.	R	$ 200,000.00
10006682	02/03/2016	OFFICE DEPOT INC	R	$ 2,899.99
10006683	02/03/2016	OHIO CHILD SUPPOSRT-CSPC	R	$ 132.61
10006684	02/03/2016	OLD ISLAND RESTOR. FOUNDATION INC	R	$ 6,288.00
10006685	02/03/2016	ORIENTAL TRADING CO INC	R	$ 187.65
10006686	02/03/2016	OVERDRIVE, INC.	R	$ 19.99
10006687	02/03/2016	PAT GAREAU	R	$ 1,041.72
10006688	02/03/2016	PEDRO MERCADO	R	$ 90.10
10006689	02/03/2016	PENGUIN RANDOM HOUSE LLC	R	$ 149.25
10006690	02/03/2016	PFM ASSET MANAGEMENT LLC	R	$ 6,417.64
10006691	02/03/2016	PITNEY BOWES INC	R	$ 51.99
10006692	02/03/2016	PUBLIX SUPER MARKETS INC.(BUSINESS)	R	$ 1,182.56
10006693	02/03/2016	PUBLIX SUPERMARKETS INC (PHARMACY)	R	$ 34.70
10006694	02/03/2016	PURE HEALTH SOLUTIONS, INC.	R	$ 239.85
10006695	02/03/2016	PUT YOUR NAME ON ANYTHING LLC	R	$ 30.00
10006696	02/03/2016	RACHEL FEINBERG	R	$ 990.72
10006697	02/03/2016	RELIABLE PHARMACEUTICAL RETURNS LLC	R	$ 150.00
10006698	02/03/2016	RICHARD WANG	R	$ 460.00
10006699	02/03/2016	ROBOTRONICS INC	R	$ 144.00
10006700	02/03/2016	ROGER ALLEN DUFF	R	$ 71.20
10006701	02/03/2016	ROY KHANNA	R	$ 1,689.48
10006702	02/03/2016	S AND S WORLDWIDE	R	$ 77.30
10006703	02/03/2016	SEA TOW KEY LARGO	R	$ 179.00
10006704	02/03/2016	SHERWIN WILLIAMS - KEY WEST	R	$ 96.84
10006705	02/03/2016	SONNY DAYE INC	R	$ 400.00
10006706	02/03/2016	SONYA MORGAN	R	$ 240.00

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10006707	02/03/2016	SOUTHERN MOST FURNITURE STORE	R	$ 1,000.00
10006708	02/03/2016	SPECIALTY HARDWARE SUPPLY	R	$ 8.98
10006709	02/03/2016	SPENCER CURRY	R	$ 400.00
10006710	02/03/2016	ST COLUMBA EPISCOPAL CHURCH	R	$ 500.00
10006711	02/03/2016	STOCKTON MAINTENANCE GROUP INC	R	$ 11,860.56
10006712	02/03/2016	STRUNK ACE HARDWARE INC	R	$ 577.69
10006713	02/03/2016	STURTZ LOCK AND SAFE	R	$ 341.40
10006714	02/03/2016	SUB ZERO AIR CONDITION & REFRID INC	R	$ 1,978.72
10006715	02/03/2016	SUMMERLAND ACE HARDWARE	R	$ 19.47
10006716	02/03/2016	SUN COMMUNICATIONS	R	$ 978.50
10006717	02/03/2016	SUSAN WARD DBA/MY-PRAYER-REQUEST	R	$ 198.75
10006718	02/03/2016	TEAMSTERS LOCAL UNION 769	R	$ 676.64
10006719	02/03/2016	TEN 8 FIRE EQUIPMENT INC	R	$ 88,054.22
10006720	02/03/2016	TERESA AGUIAR	R	$ 45.58
10006721	02/03/2016	TERMINIX OHIO	R	$ 35.00
10006723	02/03/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 2,536.12
10006725	02/03/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 940.18
10006726	02/03/2016	THOMSON REUTERS WEST	R	$ 2,061.60
10006727	02/03/2016	THYSSENKRUPP ELEVATOR MANUFACTURING	R	$ 1,428.27
10006733	02/03/2016	TINSLEY ADVERTISING INC	R	$ 983,034.42
10006734	02/03/2016	TROPIC SUPPLY INC	R	$ 99.50
10006735	02/03/2016	TRULY NOLEN OF AMERICA INC.	R	$ 697.50
10006736	02/03/2016	UNITED PARCEL SERVICE INC	R	$ 104.60
10006737	02/03/2016	UNITED WAY OF THE FLORIDA KEYS	R	$ 30.00
10006738	02/03/2016	US COURTS AO -PACER SERVICE CTR	R	$ 76.00
10006739	02/03/2016	US DEPARTMENT OF TREASURY	R	$ 25.00
10006740	02/03/2016	VARIABLE ANNUITY LIFE INS CO	R	$ 4,660.00
10006741	02/03/2016	VERMEER SOUTHEAST SALES & SERVICE	R	$ 2,470.23
10006742	02/03/2016	VISION SERVICE PLAN INSURANCE CO	R	$ 24,800.18
10006743	02/03/2016	WASTE MANAGEMENT INC OF FLORIDA	R	$ 220,205.70
10006744	02/03/2016	WASTE MANAGEMENT OF FL. KEYS, INC.	R	$ 9,586.76
10006745	02/03/2016	WHEATONS SERVICE CENTER	R	$ 195.00
10006746	02/03/2016	WINDSWEPT INC DBA	R	$ 85.00
10006747	02/03/2016	XEROX CORPORATION	R	$ 234.05
10006748	02/03/2016	XEROX CORPORATION	R	$ 133.06
10006749	02/03/2016	YMCA OF GREATER MIAMI, INC	R	$ 7,125.00
10006750	02/09/2016	ANIXTER INC	R	$ 1,837.00
10006753	02/09/2016	AT&T MOBILITY	R	$ 9,655.46
10006754	02/09/2016	COMPUTYPE INC	R	$ 2,600.00
10006755	02/09/2016	KEY WEST HOUSING AUTHORITY	R	$ 1,996.91
10006756	02/09/2016	KEY WEST HOUSING AUTHORITY	R	$ 6,243.33
10006757	02/09/2016	KEYS ENERGY SERVICES LIHEAP	R	$ 900.17
10006758	02/09/2016	MAGRIS SOLUTIONS INC	R	$ 852.82
10006759	02/09/2016	MARIE BROUILLETTE	R	$ 653.60
10006760	02/09/2016	MBI-K2M ARCHITECTURE, INC	R	$ 6,691.43
10006761	02/09/2016	METRIC ENGINEERING INC	R	$ 32,987.17
10006762	02/09/2016	NORMA KULA	R	$ 731.10
10006763	02/09/2016	OVERDRIVE, INC.	R	$ 203.48
10006764	02/09/2016	PARADISE DIVERS INC	R	$ 19,640.36

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10006765	02/09/2016	STORMY MARINE SERVICES INC	R	$ 2,800.00
10006766	02/09/2016	TEST AND MEASUREMENTS INC	R	$ 2,476.25
10006767	02/09/2016	TONNY JOYCE	R	$ 373.65
10006768	02/10/2016	2 J'S SIGNS INC/DBA SIGNS UNLIMITED	R	$ 525.00
10006769	02/10/2016	A JACK MEIER JR	R	$ 2,932.53
10006770	02/10/2016	ABOVE ALL GARAGE DOOR OF S. FL. INC	R	$ 902.88
10006771	02/10/2016	ACCELA INC	R	$ 1,920.00
10006772	02/10/2016	ADVANCED COMPUTER TECHNOLOGIES LLC	R	$ 339.84
10006773	02/10/2016	AIR MECHANICAL & SERVICE CORP	R	$ 221.01
10006774	02/10/2016	ALEXANDRA MARIE DAVIS	R	$ 220.00
10006775	02/10/2016	AMAZON. COM	R	$ 48.56
10006776	02/10/2016	AMERICREDIT FIN SER INC DBA GM FIN	R	$ 763.40
10006777	02/10/2016	AMEUROP PHONE ASSIST	R	$ 1,500.00
10006778	02/10/2016	ANDREA SUTHERLAND	R	$ 1,631.38
10006779	02/10/2016	ANIXTER INC	R	$ 324.21
10006780	02/10/2016	ANNIE URBAY	R	$ 429.50
10006781	02/10/2016	ANYTRANSACTIONS INC	R	$ 3,600.00
10006782	02/10/2016	AT&T	R	$ 1,266.55
10006783	02/10/2016	AT&T	R	$ 203.17
10006784	02/10/2016	AT&T	R	$ 1,201.60
10006785	02/10/2016	AT&T	R	$ 962.39
10006786	02/10/2016	AT&T	R	$ 3,091.26
10006787	02/10/2016	AT&T	R	$ 515.60
10006788	02/10/2016	AT&T	R	$ 58.13
10006789	02/10/2016	AT&T DATACOMM LLC	R	$ 137.86
10006790	02/10/2016	AT&T MOBILITY	R	$ 960.27
10006791	02/10/2016	AUGUSTO VIANA	R	$ 618.00
10006792	02/10/2016	BANK OF AMERICA	R	$ 4,745.44
10006793	02/10/2016	BANNER TIRE OF KEY WEST INC	R	$ 650.10
10006794	02/10/2016	BARNES ALARM SYSTEMS INC	R	$ 723.03
10006795	02/10/2016	BARRETT AND COMPANY INC	R	$ 71.90
10006797	02/10/2016	BECKMANN'S AUTO KEY WEST	R	$ 2,367.13
10006798	02/10/2016	BECKMANNS AUTO SUPPLY INC DBA NAPA	R	$ 111.45
10006799	02/10/2016	BERRY'S PAINT WALLPAPER & FLOORING	R	$ 727.92
10006800	02/10/2016	BIG PINE KEY AARP CHAPTER #2466	R	$ 270.96
10006801	02/10/2016	BLACK FIRE PROTECTION, INC.	R	$ 4,334.40
10006802	02/10/2016	BLUE CROSS & BLUE SHIELD OF FL INC	R	$ 73,501.53
10006803	02/10/2016	BOUND TREE MEDICAL LLC	R	$ 192.31
10006804	02/10/2016	BOYD WILLIAMS	R	$ 160.00
10006805	02/10/2016	BRODART AUTOMATION	R	$ 186.08
10006806	02/10/2016	BUCCANEER COURIER INC	R	$ 7,600.00
10006807	02/10/2016	BURKHARDS TRAILER & EQUIPMENT INC	R	$ 1,330.24
10006808	02/10/2016	CANON FINANCIAL SERVICES INC	R	$ 2,654.44
10006809	02/10/2016	CANON FINANCIAL SERVICES INC	R	$ 254.13
10006810	02/10/2016	CAR PARTS AUTO	R	$ 5,376.31
10006811	02/10/2016	CASCADE WATER SERVICES, INC	R	$ 573.87
10006812	02/10/2016	CDW GOVERNMENT, INC	R	$ 1,640.47
10006813	02/10/2016	CEMEX INC	R	$ 1,452.10
10006815	02/10/2016	CENGAGE LEARNING	R	$ 739.20

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10006816	02/10/2016	CHERYL ALFONSO	R	$ 8.00
10006817	02/10/2016	CHRIS AMBROSIO	R	$ 57.24
10006818	02/10/2016	CHRISTINE DIAZ	R	$ 50.88
10006819	02/10/2016	CITY OF KEY WEST	R	$ 52,777.75
10006820	02/10/2016	COMCAST	R	$ 107.85
10006821	02/10/2016	COMCAST	R	$ 27.93
10006822	02/10/2016	CONCH WASTEWATER, INC.	R	$ 603.32
10006823	02/10/2016	COOKE COMMUNICATIONS DBA FL KEYS.C	R	$ 2,565.00
10006824	02/10/2016	COOKE COMMUNICATIONS LLC	R	$ 1,238.05
10006825	02/10/2016	CULVERS CLEANING COMPANY	R	$ 1,483.53
10006826	02/10/2016	CURRY AND SONS INC	R	$ 1,600.50
10006827	02/10/2016	CYNTHIA L HALL	R	$ 83.74
10006828	02/10/2016	CYPRESS CONSTRUCTION GROUP LLC	R	$ 955.00
10006829	02/10/2016	DANISE D HENRIQUEZ TAX COLLECTOR	R	$ 116.55
10006830	02/10/2016	DARREN JENSEN	R	$ 240.00
10006831	02/10/2016	DAVID FERNANDEZ	R	$ 440.00
10006832	02/10/2016	DAVID W CRUZ	R	$ 240.00
10006833	02/10/2016	DEPARTMENT OF JUVENILE JUSTICE	R	$ 16,670.77
10006834	02/10/2016	DEPARTMENT OF MANAGEMENT SERVICES	R	$ 48.14
10006835	02/10/2016	DION OIL COMPANY, LLC	R	$ 6,034.37
10006836	02/10/2016	DONALD M STULLKEN	R	$ 240.00
10006837	02/10/2016	DS WATERS OF AMERICA INC DBA	R	$ 84.72
10006838	02/10/2016	EMC OIL CORP	R	$ 110.00
10006839	02/10/2016	ENERGY3, LLC	R	$ 107,569.86
10006840	02/10/2016	ENVISION PHARMACEUTICAL SVCS INC	R	$ 5,880.15
10006841	02/10/2016	EVAN CALHOUN	R	$ 240.00
10006843	02/10/2016	FEDERAL EXPRESS CORP	R	$ 4,262.80
10006844	02/10/2016	FIRE TECH REPAIR SERVICE INC	R	$ 1,139.87
10006845	02/10/2016	FIRST AMERICAN TELECOM CORP	R	$ 40.00
10006846	02/10/2016	FL DEPT OF ECONOMIC OPPORTUNITY	R	$ 225.00
10006847	02/10/2016	FLAMINGO OIL CO	R	$ 433.00
10006850	02/10/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 9,637.77
10006851	02/10/2016	FLORIDA KEYS CHILDRENS SHELTER INC	R	$ 15,750.00
10006852	02/10/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	R	$ 4,159.88
10006853	02/10/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	R	$ 1,088.47
10006854	02/10/2016	FLORIDA KEYS SOCIETY FOR PREVENTION	R	$ 42,916.67
10006855	02/10/2016	FLORIDA KEYS TOWING INC	R	$ 195.00
10006856	02/10/2016	FLORIDA POWER & LIGHT, INC	R	$ 282.55
10006857	02/10/2016	FOREST TEK LUMBER INC	R	$ 1,028.44
10006858	02/10/2016	FREDDY RODRIGUEZ	R	$ 680.00
10006859	02/10/2016	GARDENS OF EDEN OF THE FLORIDA KEYS	R	$ 1,950.00
10006860	02/10/2016	GARDNER BIST WIENER WADSWORTH	R	$ 175.90
10006861	02/10/2016	GENERAL ASPHALT CO INC	R	$ 1,300.95
10006862	02/10/2016	GFS FL LLC DBA GFS FLORIDA DIVISION	R	$ 442.93
10006863	02/10/2016	GLOBAL EQUIPMENT COMPANY - NC	R	$ 96.95
10006864	02/10/2016	GOVERNMENT FINANCE OFFICERS ASSOC	R	$ 150.00
10006865	02/10/2016	GOVERNMENT FINANCE OFFICERS ASSOC	R	$ 150.00
10006866	02/10/2016	GRAINGER	R	$ 9,844.48
10006867	02/10/2016	GREG KORZEN	R	$ 240.00

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10006868	02/10/2016	GSG GOVERNMENT SERVICES GROUP INC	R	$ 11,500.00
10006869	02/10/2016	HANNS EBENSTEN TRAVEL, INC	R	$ 1,452.60
10006870	02/10/2016	HELEN GARCIA	R	$ 2.10
10006871	02/10/2016	HUMANE ANIMAL CARE COALITION INC	R	$ 26,246.41
10006872	02/10/2016	IMAGINE COMMUNICATION CORP	R	$ 900.00
10006873	02/10/2016	INTEGRATED FIRE & SECURITY	R	$ 630.00
10006874	02/10/2016	INTERISK CORPORATION	R	$ 4,150.00
10006875	02/10/2016	ISIS MAJESKA	R	$ 75.00
10006876	02/10/2016	ISLAND AUTO REPAIR INC	R	$ 4,296.83
10006877	02/10/2016	J AND M SCAFFOLDS OF FLORIDA INC	R	$ 208.78
10006878	02/10/2016	JAMES ALAN MACEACHERN	R	$ 459.86
10006879	02/10/2016	JANE M ISHERWOOD	R	$ 66.75
10006880	02/10/2016	JOHNSON ANSELMO MURDOCH	R	$ 3,795.10
10006881	02/10/2016	JUSTICE WORKS, LLC	R	$ 374.50
10006882	02/10/2016	K MART KEY LARGO 9614	R	$ 579.93
10006883	02/10/2016	K MART KEY WEST 4725	R	$ 149.41
10006884	02/10/2016	KATHERINE PETERS	R	$ 78.44
10006885	02/10/2016	KEVIN WILSON	R	$ 1,491.00
10006886	02/10/2016	KEY WEST CHEMICAL & PAPER SUPPLY	R	$ 70.12
10006887	02/10/2016	KEY WEST FAMILY MEDICAL CENTER	R	$ 45.00
10006888	02/10/2016	KEY WEST FISHING TOURNAMENT, INC.	R	$ 3,525.00
10006889	02/10/2016	KEYBOARD PRODUCTIONS OF FL DBA	R	$ 85.76
10006890	02/10/2016	KEYS ENERGY SERVICES	R	$ 2,342.56
10006891	02/10/2016	KEYS FIRE EXTINGUISHERS INC	R	$ 1,685.82
10006892	02/10/2016	KEYS PEST CONTROL	R	$ 1,298.00
10006893	02/10/2016	KEYS SANITARY SERVICE	R	$ 2,477.34
10006894	02/10/2016	KEYSTONE US MGMT INC DBA TYCO	R	$ 9,832.82
10006895	02/10/2016	KLI SUPPLY INC TRUE VALUE	R	$ 380.52
10006896	02/10/2016	KRISTINA & BARNEY JAMES HICKS	R	$ 1,771.00
10006897	02/10/2016	LEXIS NEXIS	R	$ 873.60
10006898	02/10/2016	LIANA PYNE	R	$ 4,869.50
10006899	02/10/2016	LINDHOLM CONSTRUCTION, INC.	R	$ 200.00
10006900	02/10/2016	LINDA MIXON	R	$ 220.00
10006901	02/10/2016	LISA TENNYSON	R	$ 147.50
10006902	02/10/2016	LOCAL ENTERPRISES DBA LOCAL AWARDS	R	$ 4,205.00
10006903	02/10/2016	MANLEY DEBOER LUMBER CO	R	$ 217.35
10006904	02/10/2016	MARATHON ELECTRIC SIGN & LIGHT INC	R	$ 2,075.70
10006905	02/10/2016	MARATHON GARBAGE SERVICE INC	R	$ 2,988.33
10006906	02/10/2016	MARIA GUERRA	R	$ 50.88
10006907	02/10/2016	MARKETING RESOURCES& MANAGEMENT INC	R	$ 396.44
10006908	02/10/2016	MAVERICK UNITED ELEVATOR LLC	R	$ 4,491.08
10006909	02/10/2016	MAVERICK UNITED ELEVATOR LLC	R	$ 102.32
10006910	02/10/2016	MC CLERK OF THE CIRCUIT COURT	R	$ 1,075.60
10006911	02/10/2016	MCCULLOUGH PREMIUM WATER INC	R	$ 95.50
10006912	02/10/2016	MICHELLE WYMAN LEE	R	$ 640.00
10006913	02/10/2016	MONROE ASSOC RETARDED CITIZENS INC	R	$ 600.00
10006914	02/10/2016	MUNICIPAL CODE CORP	R	$ 3,067.00
10006915	02/10/2016	MURRAY MARINE INC	R	$ 11,742.75
10006916	02/10/2016	NAYLOR LLC	R	$ 639.50

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10006917	02/10/2016	NORTH STAR TECHNICAL SERVICES	R	$ 490.00
10006918	02/10/2016	OCEAN REEF CLUB INC	R	$ 3,276.00
10006920	02/10/2016	OFFICE DEPOT INC	R	$ 4,708.45
10006921	02/10/2016	PARADISE DISTRIBUTING CO.	R	$ 39.50
10006922	02/10/2016	PAT GAREAU	R	$ 211.68
10006923	02/10/2016	PEEBLES & SMITH LLC	R	$ 6,000.00
10006924	02/10/2016	PENGUIN RANDOM HOUSE LLC	R	$ 64.95
10006925	02/10/2016	PREMIUM AUTO PARTS OF KEY WEST	R	$ 440.28
10006926	02/10/2016	PROFESSIONAL EMERGENCY SERVICES INC	R	$ 7,833.33
10006927	02/10/2016	PUBLIX SUPER MARKETS INC.(BUSINESS)	R	$ 817.28
10006928	02/10/2016	PURE HEALTH SOLUTIONS, INC	R	$ 1,257.30
10006929	02/10/2016	PUT YOUR NAME ON ANYTHING LLC	R	$ 4,480.00
10006930	02/10/2016	QUALITY TECHNOLOGY SVCS MIAMI LLC	R	$ 6,557.00
10006931	02/10/2016	R & R DIESEL	R	$ 121.88
10006932	02/10/2016	RAYBRO C E D	R	$ 291.10
10006933	02/10/2016	RICHARD WANG	R	$ 220.00
10006934	02/10/2016	RICHARDS TRACTOR AND IMPLEMENTS INC	R	$ 194.56
10006935	02/10/2016	ROGER ALLEN DUFF	R	$ 142.40
10006936	02/10/2016	ROTARY CLUB OF SUNSET KW INC	R	$ 75.00
10006937	02/10/2016	RUDYS PAINTING LLC	R	$ 4,960.00
10006938	02/10/2016	SABINE M PONS-CHILTON	R	$ 883.49
10006939	02/10/2016	SAFETY PRODUCTS INC	R	$ 472.50
10006940	02/10/2016	SANDS OF THE KEYS INC	R	$ 315.66
10006941	02/10/2016	SCHOOL OUTFITTERS	R	$ 730.18
10006942	02/10/2016	SEARS COMMERCIAL ONE	R	$ 885.97
10006943	02/10/2016	SEASHIME LLC	R	$ 2,099.60
10006944	02/10/2016	SHADE TREE - TREE SERVICE, INC	R	$ 175.00
10006945	02/10/2016	SHERWIN WILLIAMS - KEY WEST	R	$ 90.95
10006946	02/10/2016	SIEMENS INDUSTRY, INC.	R	$ 6,480.00
10006947	02/10/2016	SIGNATURE EMERGENCY PRODUCTS	R	$ 164.47
10006948	02/10/2016	SIXEL CONSULTING GROUP, INC.	R	$ 625.00
10006949	02/10/2016	SKIP&TINA INC DBA THE WARREN AGENCY	R	$ 40.00
10006950	02/10/2016	SKYVISION TECHNOLOGIES CORP	R	$ 593.00
10006951	02/10/2016	SPENCER CURRY	R	$ 240.00
10006952	02/10/2016	SPRINT	R	$ 20.57
10006953	02/10/2016	STACEY MITCHELL	R	$ 1,996.91
10006954	02/10/2016	STAPLES, INC & SUBSIDIARIES	R	$ 449.45
10006955	02/10/2016	STEVE K SMITH	R	$ 8.48
10006956	02/10/2016	STOCKTON MAINTENANCE GROUP INC	R	$ 3,525.66
10006957	02/10/2016	STRUNK ACE HARDWARE INC	R	$ 673.94
10006958	02/10/2016	STUART NEWMAN ASSOCIATES INC	R	$ 45,000.75
10006959	02/10/2016	STURTZ LOCK AND SAFE	R	$ 365.00
10006960	02/10/2016	SUB ZERO AIR CONDITION & REFRID INC	R	$ 22,660.56
10006961	02/10/2016	TEN 8 FIRE EQUIPMENT INC	R	$ 35,093.71
10006962	02/10/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 1,536.23
10006964	02/10/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 1,676.62
10006965	02/10/2016	THE MIAMI HERALD MEDIA COMPANY	R	$ 651.78
10006966	02/10/2016	THOMAS R BEAVER MD PA	R	$ 52,614.16
10006967	02/10/2016	THOMSON REUTERS WEST	R	$ 130.90

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10006968	02/10/2016	TINA LOSACCO	R	$ 158.38
10006971	02/10/2016	TINSLEY ADVERTISING INC	R	$ 1,318,238.88
10006972	02/10/2016	TRULY NOLEN OF AMERICA INC.	R	$ 497.50
10006973	02/10/2016	UNIVERSAL SIGNS & ACCESSORIES	R	$ 2,501.00
10006974	02/10/2016	UPPER KEYS COMMUNITY POOL INC	R	$ 15,000.00
10006975	02/10/2016	VERITEXT CORP DBA	R	$ 860.78
10006976	02/10/2016	VERITEXT FLORIDA REPORTING CO	R	$ 860.78
10006977	02/10/2016	VERIZON WIRELESS SERVICES, LLC	R	$ 2,711.83
10006978	02/10/2016	VERMEER SOUTHEAST SALES & SERVICE	R	$ 53,350.00
10006979	02/10/2016	WASTE MANAGEMENT OF FL. KEYS, INC.	R	$ 10,255.60
10006980	02/10/2016	WENDY A DUBE	R	$ 35.67
10006981	02/10/2016	WINDSWEPT INC DBA	R	$ 86.56
10006983	02/10/2016	XEROX CORPORATION	R	$ 5,528.80
10006984	02/10/2016	YVES VRIELYNCK	R	$ 1,258.34
10006985	02/11/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 1,300,000.00
10006986	02/16/2016	AMERIGAS PROPANE LP	R	$ 93.09
10006987	02/16/2016	CARE IN THE KEYS INC	R	$ 5,693.50
10006988	02/16/2016	CURRIE SOWARDS AGUILA ARCH INC	R	$ 972.50
10006989	02/16/2016	FLORIDA KEYS ELECTRIC COOP INC	R	$ 1,476.51
10006990	02/16/2016	FORESTRY SUPPLIERS, INC	R	$ 3,240.80
10006991	02/16/2016	HENNESSY CONSTRUCTION LLC	R	$ 4,840.00
10006992	02/16/2016	JORGE A AGUINAGA MD	R	$ 900.00
10006993	02/16/2016	KEYS ENERGY SERVICES LIHEAP	R	$ 2,632.00
10006994	02/16/2016	MONROE COUNTY DEPT OF SOCIAL SVCS	R	$ 484.00
10006995	02/16/2016	MONROE COUNTY DEPT OF SOCIAL SVCS	R	$ 1,270.60
10006996	02/16/2016	MONROE COUNTY DEPT OF SOCIAL SVCS	R	$ 538.12
10006997	02/16/2016	NORTH KEY LARGO UTILITY CORP	R	$ 46,540.72
10006998	02/16/2016	ONE CALL CONSTRUCTION INC	R	$ 5,381.22
10006999	02/16/2016	PARSONS BRINCKERHOFF INC	R	$ 29,683.77
10007000	02/16/2016	PEDRO FALCON ELECTRICAL	R	$ 50,551.28
10007001	02/16/2016	PUMPOUT USA	R	$ 182,450.00
10007002	02/16/2016	SUB ZERO AIR CONDITION & REFRID INC	R	$ 12,706.00
10007003	02/16/2016	TRANQUILITY BAY AND ADULT DAY CARE	R	$ 8,189.99
10007004	02/16/2016	URS CORPORATION SOUTHERN	R	$ 8,548.25
10007005	02/16/2016	WILLIAM P HORN ARCHITECT PA	R	$ 18,177.25
10007006	02/17/2016	1000 FRIENDS OF FLORIDA	R	$ 60.00
10007007	02/17/2016	ADVANCE WATER TECHNOLOGY, CORP	R	$ 1,361.00
10007008	02/17/2016	ADVANCED DISPOSAL ISLAMORADA W4	R	$ 2,640.61
10007009	02/17/2016	AFLAC GENERAL	R	$ 530.76
10007010	02/17/2016	AFLAC SECTION 125	R	$ 3,311.56
10007011	02/17/2016	AIR MECHANICAL & SERVICE CORP	R	$ 8,007.46
10007012	02/17/2016	AIRGAS INC	R	$ 64.22
10007013	02/17/2016	ALEXANDRA MARIE DAVIS	R	$ 400.00
10007014	02/17/2016	AMERICAN HEALTHCARE SUPPLY	R	$ 104.23
10007015	02/17/2016	AMERICAN LIBRARY ASSOCIATION	R	$ 270.00
10007016	02/17/2016	AMERICAN LIBRARY ASSOCIATION	R	$ 270.00
10007017	02/17/2016	AMERICAN LIBRARY ASSOCIATION	R	$ 270.00
10007018	02/17/2016	AMERICAN PLANNING ASSOCIATION	R	$ 733.00
10007019	02/17/2016	AMMIE MACHAN	R	$ 120.56

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10007020	02/17/2016	ANCHOR TOWING LLC	R	$ 245.00
10007021	02/17/2016	APPLICANT INSIGHT LIMITED, INC	R	$ 510.20
10007022	02/17/2016	AT&T	R	$ 43.22
10007023	02/17/2016	AT&T	R	$ 660.52
10007024	02/17/2016	AT&T	R	$ 89.74
10007025	02/17/2016	AT&T	R	$ 1,611.32
10007026	02/17/2016	AT&T	R	$ 8.36
10007028	02/17/2016	AT&T MOBILITY - EOD	R	$ 1,780.08
10007029	02/17/2016	AVIROM & ASSOCIATES INC.	R	$ 16,661.00
10007030	02/17/2016	BANNER TIRE OF KEY WEST INC	R	$ 520.08
10007031	02/17/2016	BECKMANN AUTO & MARINE INC DBA	R	$ 12.18
10007035	02/17/2016	BECKMANN'S AUTO PARTS INC	R	$ 2,152.73
10007037	02/17/2016	BECKMANNS AUTO SUPPLY INC DBA NAPA	R	$ 1,599.97
10007038	02/17/2016	B-FOR INTERNATIONAL	R	$ 5,032.00
10007039	02/17/2016	BLUE CROSS & BLUE SHIELD OF FL INC	R	$ 107,092.43
10007040	02/17/2016	BLUE WATER MARINE SERVICES, INC	R	$ 3,250.00
10007041	02/17/2016	BOUND TREE MEDICAL LLC	R	$ 382.44
10007042	02/17/2016	BRANDON BERTINI	R	$ 503.11
10007043	02/17/2016	C.B. SCHMITT REAL ESTATE CO. INC.	R	$ 6,686.53
10007044	02/17/2016	CABANAS PRINTING INC	R	$ 210.00
10007045	02/17/2016	CALIFORNIA STATE DISBURSEMENT UNIT	R	$ 251.53
10007046	02/17/2016	CDW GOVERNMENT, INC	R	$ 3,160.95
10007047	02/17/2016	CINTAS CORP	R	$ 157.65
10007048	02/17/2016	CITY OF KEY WEST TRANSPORTATION	R	$ 5,307.19
10007049	02/17/2016	CITY OF MARATHON	R	$ 25,244.32
10007050	02/17/2016	CLERK OF THE CIRCUIT COURT	R	$ 29.50
10007051	02/17/2016	COFFIN MARINE SERVICES, INC	R	$ 3,864.00
10007052	02/17/2016	COMCAST	R	$ 62.90
10007053	02/17/2016	COMCAST	R	$ 13.84
10007054	02/17/2016	COMCAST	R	$ 104.85
10007055	02/17/2016	COMCAST	R	$ 289.85
10007056	02/17/2016	COMCAST	R	$ 85.76
10007057	02/17/2016	COMCAST	R	$ 119.55
10007058	02/17/2016	COMCAST	R	$ 147.87
10007059	02/17/2016	CONCH COLOR LLC	R	$ 250.00
10007060	02/17/2016	COOKE COMMUNICATIONS DBA FL KEYS.C	R	$ 2,202.30
10007061	02/17/2016	COOKE COMMUNICATIONS LLC	R	$ 59.60
10007062	02/17/2016	CROSS KEY MARINE	R	$ 97.04
10007063	02/17/2016	CRYSTAL SEBBEN	R	$ 74.20
10007064	02/17/2016	DANISE D HENRIQUEZ TAX COLLECTOR	R	$ 116.55
10007065	02/17/2016	DARREN JENSEN	R	$ 480.00
10007066	02/17/2016	DAVID L SLOAN DBA HAUNTED KEY WEST	R	$ 144.00
10007067	02/17/2016	DAVIS SALES & EXTINGUISHER SVC INC	R	$ 73.00
10007068	02/17/2016	DEPARTMENT OF MANAGEMENT SERVICES	R	$ 49.39
10007069	02/17/2016	DESTI METRICS, LLC	R	$ 501.00
10007070	02/17/2016	DIGIPRO MEDIA LLC	R	$ 850.00
10007071	02/17/2016	DION OIL COMPANY, LLC	R	$ 9,274.96
10007072	02/17/2016	DIRECT TV INC	R	$ 157.11
10007073	02/17/2016	DISCOUNT ROCK & SAND INC	R	$ 3,140.00

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10007074	02/17/2016	DIVE INDUSTRY ASSOCIATION, INC	R	$ 100.00
10007075	02/17/2016	DIVERSIFIED SERVICES OF KEY WEST IN	R	$ 450.00
10007076	02/17/2016	DONALD M STULLKEN	R	$ 240.00
10007077	02/17/2016	DOT PALM LANDSCAPING, INC	R	$ 8,580.00
10007078	02/17/2016	DOUGLAS N HIGGINS INC	R	$ 36,927.00
10007079	02/17/2016	ED WATTS PETROLEUM EQUIP MAINT INC	R	$ 500.00
10007080	02/17/2016	EMPLOYERS MUTUAL, INC.	R	$ 5,909.83
10007081	02/17/2016	EMS TECHNOLOGY SOLUTIONS LLS	R	$ 5,000.00
10007082	02/17/2016	EMS TECHNOLOGY SOLUTIONS LLS	R	$ 9,294.00
10007083	02/17/2016	ENVISION PHARMACEUTICAL SVCS INC	R	$ 122,077.00
10007084	02/17/2016	ERIN L DEADY, PA	R	$ 1,475.00
10007085	02/17/2016	ERLA INC DBA EMSAR FLORIDA	R	$ 433.20
10007086	02/17/2016	EVAN CALHOUN	R	$ 660.00
10007087	02/17/2016	FISHERMENS HOSPITAL INC DBA	R	$ 70.00
10007088	02/17/2016	FLORIDA FLOODPLAIN MANAGERS ASSOC.	R	$ 475.00
10007089	02/17/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 2,180.47
10007091	02/17/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	R	$ 14,863.58
10007092	02/17/2016	FLORIDA KEYS SOCIETY FOR PREVENTION	R	$ 20,630.28
10007093	02/17/2016	FOUR STAR RENTAL INC	R	$ 250.44
10007094	02/17/2016	FRANCISCO & MARIBEL VASALIO	R	$ 55.88
10007095	02/17/2016	FREDDY RODRIGUEZ	R	$ 1,140.00
10007096	02/17/2016	G & K SERVICES INC	R	$ 965.54
10007097	02/17/2016	GAYDAYS, INC	R	$ 1,350.00
10007098	02/17/2016	GEORGE HELM III, P.A.	R	$ 6,389.00
10007099	02/17/2016	GFS FL LLC DBA GFS FLORIDA DIVISION	R	$ 314.66
10007100	02/17/2016	GLOBAL EQUIPMENT COMPANY - NC	R	$ 161.88
10007101	02/17/2016	GOVCONNECTION, INC	R	$ 2,022.00
10007102	02/17/2016	GRAFTON HARMAN HEATHER JR	R	$ 502.50
10007103	02/17/2016	GREATER KEY WEST CHAMBER OF COMM	R	$ 27,813.36
10007104	02/17/2016	GREATER MARATHON CHAMBER OF COMM	R	$ 14,000.00
10007105	02/17/2016	HANNS EBENSTEN TRAVEL, INC	R	$ 535.20
10007106	02/17/2016	IAFF LOCAL #3909	R	$ 1,780.00
10007107	02/17/2016	ISLAMORADA VILLAGE OF ISLANDS	R	$ 10,257.39
10007108	02/17/2016	JANE M ISHERWOOD	R	$ 10.00
10007109	02/17/2016	JANICE ANTETOMASO	R	$ 50.88
10007110	02/17/2016	JIM RUTHERFORD CONS & REMODEL	R	$ 104.00
10007111	02/17/2016	JOHN TERRY	R	$ 299.50
10007112	02/17/2016	K W RESORT UTILITIES	R	$ 17,500.80
10007113	02/17/2016	KEY LARGO CHAMBER OF COMMERCE	R	$ 12,425.00
10007114	02/17/2016	KEY WEST BUSINESS GUILD	R	$ 500.00
10007115	02/17/2016	KEY WEST CHEMICAL & PAPER SUPPLY	R	$ 120.57
10007116	02/17/2016	KEY WEST FAMILY MEDICAL CENTER	R	$ 40.00
10007117	02/17/2016	KEY WEST HALF MARATHON LLC	R	$ 25,000.00
10007118	02/17/2016	KEYBOARD PRODUCTIONS OF FL DBA	R	$ 1,101.04
10007119	02/17/2016	KEYS ENERGY SERVICES	R	$ 35,482.63
10007120	02/17/2016	KEYS FIRE EXTINGUISHERS INC	R	$ 1,207.50
10007121	02/17/2016	KEYSTONE US MGMT INC DBA TYCO	R	$ 2,104.89
10007122	02/17/2016	LAZARO I VALDES	R	$ 1,280.00
10007123	02/17/2016	LIANA PYNE	R	$ 615.14

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10007124	02/17/2016	LIQUID O2 TRANSFILLS, INC	R	$ 2,606.92
10007125	02/17/2016	LISA TENNYSON	R	$ 50.88
10007126	02/17/2016	LOCAL ENTERPRISES DBA LOCAL AWARDS	R	$ 97.50
10007127	02/17/2016	LOW KEY SUPPLY INC	R	$ 278.70
10007128	02/17/2016	LOWER KEYS CHAMBER OF COMMERCE	R	$ 7,980.00
10007129	02/17/2016	M.T. CAUSLEY, INC.	R	$ 42,922.00
10007130	02/17/2016	MARATHON AUTO AND MARINE SERVICES	R	$ 122.49
10007131	02/17/2016	MARK GONGRE	R	$ 32.86
10007132	02/17/2016	MARK ROSCH	R	$ 25.00
10007133	02/17/2016	MAXINE PACINI	R	$ 120.56
10007134	02/17/2016	MES MUNICIPAL EMERGENCY SERVICES	R	$ 1,083.59
10007135	02/17/2016	MES MUNICIPAL EMERGENCY SERVICES	R	$ 226.90
10007136	02/17/2016	MICHELLE WYMAN LEE	R	$ 320.00
10007137	02/17/2016	MICHIGAN STATE DISBURSEMENT UNIT	R	$ 199.50
10007138	02/17/2016	MILES MEDIA GROUP, INC	R	$ 5,940.00
10007139	02/17/2016	MIDWEST MEDICAL SUPPLY CO LLC	R	$ 140.25
10007140	02/17/2016	MONROE ASSOC RETARDED CITIZENS INC	R	$ 1,500.00
10007141	02/17/2016	MONROE COUNTY LAND AUTHORITY	R	$ 398,052.12
10007142	02/17/2016	MURRAY MARINE INC	R	$ 4,137.00
10007143	02/17/2016	NANCY HOWANITZ	R	$ 175.00
10007144	02/17/2016	NATIONAL ASSOC OF DRUG COURT PROF	R	$ 1,400.00
10007145	02/17/2016	NIVAR GROUP INC	R	$ 25.60
10007146	02/17/2016	NORTH AMERICA FIRE EQUIPMENT CO INC	R	$ 690.53
10007150	02/17/2016	OFFICE DEPOT INC	R	$ 8,775.64
10007151	02/17/2016	OFFICE DEPOT INC	R	$ 46.16
10007152	02/17/2016	OHIO CHILD SUPPOSRT-CSPC	R	$ 132.61
10007153	02/17/2016	ORESTES RECIO	R	$ 748.00
10007154	02/17/2016	PALLO, MARKS, HERNANDEZ,	R	$ 870.00
10007155	02/17/2016	PATRICIA BLANCO	R	$ 175.00
10007156	02/17/2016	PCM SALES INC	R	$ 408.71
10007157	02/17/2016	PHYSIO CONTROL, INC	R	$ 136.23
10007158	02/17/2016	PUBLISHERS IN PARADISE DBA	R	$ 840.00
10007159	02/17/2016	PUBLIX SUPER MARKETS INC.(BUSINESS)	R	$ 776.52
10007160	02/17/2016	PUBLIX SUPERMARKETS INC (PHARMACY)	R	$ 26.73
10007161	02/17/2016	PUT YOUR NAME ON ANYTHING LLC	R	$ 50.00
10007162	02/17/2016	QUILL CORP	R	$ 856.69
10007163	02/17/2016	RAYBRO C E D	R	$ 113.00
10007164	02/17/2016	REYNALDO ORTIZ	R	$ 120.84
10007165	02/17/2016	RICHARD WANG	R	$ 460.00
10007166	02/17/2016	RISSMAN,BARRRETT,HURT,DONAHUE&MCLAN	R	$ 1,741.50
10007167	02/17/2016	ROBERT DAVIS	R	$ 54.95
10007168	02/17/2016	ROBIN HENDERSON	R	$ 962.52
10007169	02/17/2016	ROLANDO LEON	R	$ 748.00
10007170	02/17/2016	ROY KHANNA	R	$ 4,339.38
10007171	02/17/2016	SABINE M PONS-CHILTON	R	$ 4,645.51
10007172	02/17/2016	SANDS OF THE KEYS INC	R	$ 1,356.72
10007173	02/17/2016	SCALE-RITE INC	R	$ 805.00
10007174	02/17/2016	SCOTT W TUTTLE	R	$ 748.00
10007175	02/17/2016	SEASHIME LLC	R	$ 1,103.05

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10007176	02/17/2016	SHERWIN WILLIAMS - KEY WEST	R	$ 220.95
10007177	02/17/2016	SHI INTERNATIONAL CORP	R	$ 311.00
10007178	02/17/2016	SIMPLE SANITATION SYSTEMS INC	R	$ 3,143.90
10007179	02/17/2016	SITE HORIZONS LLC	R	$ 87.04
10007180	02/17/2016	SMG EXPOSITION SERVICES	R	$ 4,685.25
10007181	02/17/2016	SPENCER CURRY	R	$ 1,100.00
10007182	02/17/2016	STACEY MITCHELL	R	$ 2,904.00
10007183	02/17/2016	STEVE K SMITH	R	$ 127.00
10007184	02/17/2016	STURTZ LOCK AND SAFE	R	$ 882.00
10007185	02/17/2016	SUMMERLAND ACE HARDWARE	R	$ 15.59
10007186	02/17/2016	SUN COMMUNICATIONS	R	$ 89.00
10007187	02/17/2016	SUNBELT RENTALS, INC.	R	$ 235.18
10007188	02/17/2016	SUNGARD PUBLIC SECTOR INC	R	$ 133.33
10007189	02/17/2016	SUZANNE EX DBA/ ALL KEYS REPORTING	R	$ 408.50
10007190	02/17/2016	SWEETWATER ENVIRONMENTAL, INC	R	$ 16,685.44
10007191	02/17/2016	TAV MOWER LLC	R	$ 473.57
10007192	02/17/2016	TEAMSTERS LOCAL UNION 769	R	$ 676.64
10007193	02/17/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 188.08
10007194	02/17/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 121.66
10007195	02/17/2016	THE MIAMI HERALD MEDIA COMPANY	R	$ 123.00
10007196	02/17/2016	THE PALMS AT CORAL LANE CONDO ASSOC	R	$ 185.56
10007197	02/17/2016	TREVOR MORGAN WIRTH	R	$ 440.00
10007198	02/17/2016	TRI TECH CONSTRUCTION INC	R	$ 748.00
10007199	02/17/2016	UNITED PARCEL SERVICE INC	R	$ 39.93
10007200	02/17/2016	UNITED WAY OF THE FLORIDA KEYS	R	$ 52.50
10007201	02/17/2016	UNIVERSITY OF MIAMI	R	$ 30.00
10007202	02/17/2016	URS CORPORATION SOUTHERN	R	$ 25,097.10
10007203	02/17/2016	US DEPARTMENT OF TREASURY	R	$ 25.00
10007204	02/17/2016	US POSTMASTER	R	$ 102.00
10007205	02/17/2016	VARIABLE ANNUITY LIFE INS CO	R	$ 4,560.00
10007206	02/17/2016	VERIZON WIRELESS SERVICES, LLC	R	$ 108.21
10007207	02/17/2016	VERONICA LYNN HARRIS	R	$ 120.56
10007208	02/17/2016	VISIT FLORIDA	R	$ 5,500.00
10007209	02/17/2016	VISIT USA COMMITTEE / FRANCE	R	$ 2,016.00
10007210	02/17/2016	WASTE MANAGEMENT, INC.	R	$ 569,480.34
10007211	02/17/2016	WELD TEC, LLC	R	$ 900.00
10007212	02/17/2016	WESLEY HOUSE FAMILY SERVICES INC	R	$ 14,601.43
10007213	02/17/2016	XEROX CORPORATION	R	$ 1,976.31
10007214	02/17/2016	YVES VRIELYNCK	R	$ 2,914.30
10007215	02/23/2016	AT&T	R	$ 41.48
10007216	02/23/2016	BURKE CONSTRUCTION GROUP INC	R	$ 196,632.03
10007217	02/23/2016	CURRIE SOWARDS AGUILA ARCH INC	R	$ 3,800.00
10007218	02/23/2016	DL PORTER CONSTRUCTORS INC	R	$ 77,847.08
10007219	02/23/2016	FEDERAL EXPRESS CORP	R	$ 45.20
10007220	02/23/2016	FLORIDA KEYS ELECTRIC COOP INC	R	$ 2,224.47
10007221	02/23/2016	G.O.C. INC. DBA ISLAND FENCE	R	$ 3,275.75
10007222	02/23/2016	HDR ENGINEERING, INC	R	$ 30,697.76
10007223	02/23/2016	JND THOMAS COMPANY INC	R	$ 411,281.70
10007224	02/23/2016	JORGE A AGUINAGA MD	R	$ 200.00

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10007225	02/23/2016	KEYS ENERGY SERVICES LIHEAP	R	$ 1,266.09
10007226	02/23/2016	OFFICE DEPOT INC	R	$ 886.38
10007227	02/23/2016	RS&H	R	$ 13,839.73
10007228	02/23/2016	WILLIAM P HORN ARCHITECT PA	R	$ 6,003.50
10007229	02/24/2016	2 J'S SIGNS INC/DBA SIGNS UNLIMITED	R	$ 84.00
10007230	02/24/2016	A & B EXTERMINATORS, INC	R	$ 500.00
10007231	02/24/2016	AAAE AMERICAN ASSOC OF AIRPORT EXEC	R	$ 650.00
10007232	02/24/2016	ACCELA INC	R	$ 1,920.00
10007233	02/24/2016	ADVANCED COMPUTER TECHNOLOGIES LLC	R	$ 282.92
10007234	02/24/2016	AIDS HELP INC	R	$ 3,818.10
10007235	02/24/2016	ALEXSANDRA CORSI LETO	R	$ 380.00
10007236	02/24/2016	ALL KEYS REPORTING, AS US LEGAL	R	$ 489.00
10007237	02/24/2016	AMAZON. COM	R	$ 33.65
10007238	02/24/2016	AMEC FOSTER WHEELER ENV&INFRASTRUCT	R	$ 4,000.00
10007239	02/24/2016	AMERICAN HEALTHCARE SUPPLY	R	$ 143.44
10007240	02/24/2016	AQUA FOUNDATION FOR WOMEN INC	R	$ 2,500.00
10007241	02/24/2016	ARNOLDS AUTO & MARINE REPAIR INC	R	$ 1,600.00
10007242	02/24/2016	ARROW INTERNATIONAL	R	$ 1,967.56
10007243	02/24/2016	ARTISTIC FLOORING & DESIGN FL KEYS	R	$ 4,505.44
10007244	02/24/2016	AT&T	R	$ 551.07
10007245	02/24/2016	AT&T	R	$ 573.07
10007246	02/24/2016	AT&T	R	$ 2,960.44
10007247	02/24/2016	AUSTIN HOPP	R	$ 160.00
10007248	02/24/2016	BAKER AND TAYLOR ENTERTAINMENT	R	$ 598.65
10007250	02/24/2016	BAKER AND TAYLOR INC	R	$ 1,195.27
10007251	02/24/2016	BARNES ALARM SYSTEMS INC	R	$ 1,851.09
10007252	02/24/2016	BARRETT AND COMPANY INC	R	$ 55.68
10007253	02/24/2016	BECKMANN'S AUTO KEY WEST	R	$ 196.36
10007254	02/24/2016	BEN FRANKLIN ISLAND CRAFTS INC	R	$ 683.80
10007255	02/24/2016	BETH RAMSAY-VICKREY	R	$ 54.06
10007256	02/24/2016	BIG PINE KEY 2013, LLC	R	$ 2,905.80
10007257	02/24/2016	BLACK FIRE PROTECTION, INC.	R	$ 302.40
10007258	02/24/2016	BOUND TREE MEDICAL LLC	R	$ 1,592.35
10007259	02/24/2016	BUSINESS INFORMATION SYSTEMS INC	R	$ 1,575.00
10007260	02/24/2016	CANON FINANCIAL SERVICES INC	R	$ 547.26
10007261	02/24/2016	CAR PARTS AUTO	R	$ 3,963.47
10007262	02/24/2016	CASA MARINA OWNER, LLC	R	$ 12,893.60
10007263	02/24/2016	CDW GOVERNMENT, INC	R	$ 149.80
10007264	02/24/2016	CEMEX INC	R	$ 334.98
10007265	02/24/2016	CENGAGE LEARNING	R	$ 144.69
10007266	02/24/2016	CERTIFIED APPLIANCE REPAIR, INC.	R	$ 117.18
10007267	02/24/2016	CHARTER PEST CONTROL INC	R	$ 433.00
10007268	02/24/2016	CHERYL ALFONSO	R	$ 35.98
10007269	02/24/2016	CHRISTINE MORGAN	R	$ 21.20
10007270	02/24/2016	CLIFFHANGER JANITORIAL INC	R	$ 26,247.40
10007271	02/24/2016	COFFIN MARINE SERVICES, INC	R	$ 20,286.00
10007272	02/24/2016	COLLINSON AND COMPANY INC	R	$ 3,950.00
10007273	02/24/2016	COMCAST	R	$ 64.90
10007274	02/24/2016	COMCAST	R	$ 239.85

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10007275	02/24/2016	COMCAST	R	$ 118.69
10007276	02/24/2016	COMCAST	R	$ 170.02
10007277	02/24/2016	COMCAST	R	$ 287.85
10007278	02/24/2016	COMCAST	R	$ 142.85
10007279	02/24/2016	COMCAST	R	$ 63.84
10007280	02/24/2016	COMCAST	R	$ 15.29
10007281	02/24/2016	COMPUTER SYSTEMS SUPPORT INC	R	$ 18,190.90
10007282	02/24/2016	COOKE COMMUNICATIONS LLC	R	$ 178.80
10007283	02/24/2016	CVS PHARMACY, INC.	R	$ 780.81
10007284	02/24/2016	DANISE D HENRIQUEZ TAX COLLECTOR	R	$ 116.55
10007285	02/24/2016	DARREN JENSEN	R	$ 240.00
10007286	02/24/2016	DAVID FERNANDEZ	R	$ 220.00
10007287	02/24/2016	DAVID LEWIS	R	$ 2,475.00
10007288	02/24/2016	DEAN LOPEZ FUNERAL HOME LLC	R	$ 900.00
10007289	02/24/2016	DEMCO INC	R	$ 112.75
10007290	02/24/2016	DENISE WERLING	R	$ 76.32
10007291	02/24/2016	DEPARTMENT OF MANAGEMENT SERVICES	R	$ 884.18
10007292	02/24/2016	DISTR SCHOOL BOARD MC FINANCE DEPT	R	$ 6,457.09
10007293	02/24/2016	DIXIE ALUMINUM PRODUCTS INC	R	$ 189.79
10007294	02/24/2016	DONALD M STULLKEN	R	$ 240.00
10007295	02/24/2016	DS WATERS OF AMERICA INC DBA	R	$ 29.01
10007296	02/24/2016	EE&G ENVIRONMENTAL	R	$ 11,332.90
10007297	02/24/2016	ELIS MECHANICAL CORP	R	$ 4,250.00
10007298	02/24/2016	ELIZABETH LANGAN	R	$ 134.22
10007299	02/24/2016	ELIZABETH LUSTBERG	R	$ 50.88
10007300	02/24/2016	EMS TECHNOLOGY SOLUTIONS LLS	R	$ 201.50
10007301	02/24/2016	ENERGY3, LLC	R	$ 93,480.86
10007302	02/24/2016	ENVISION PHARMACEUTICAL SVCS INC	R	$ 13.50
10007303	02/24/2016	ERNEST RHODES PLUMBING INC	R	$ 130.00
10007304	02/24/2016	EVAN CALHOUN	R	$ 440.00
10007305	02/24/2016	FEDERAL EXPRESS CORP	R	$ 225.09
10007306	02/24/2016	FILM FLORIDA, INC.	R	$ 2,150.00
10007307	02/24/2016	FIRE TECH REPAIR SERVICE INC	R	$ 2,579.89
10007308	02/24/2016	FLORIDA ASSOCIATION OF COUNTIES INC	R	$ 150.00
10007309	02/24/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 10,000,000.00
10007310	02/24/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	R	$ 7,696.21
10007311	02/24/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	R	$ 6,469.99
10007312	02/24/2016	FLORIDA KEYS TOWING INC	R	$ 50.00
10007313	02/24/2016	FOREST TEK LUMBER INC	R	$ 420.74
10007314	02/24/2016	FOUR STAR RENTAL INC	R	$ 7,999.99
10007315	02/24/2016	FREDDY RODRIGUEZ	R	$ 220.00
10007316	02/24/2016	GABRIEL PRICE	R	$ 50.88
10007317	02/24/2016	GALLAGHER BENEFIT SERVICES, INC	R	$ 10,750.00
10007318	02/24/2016	GARDENS OF EDEN OF THE FLORIDA KEYS	R	$ 3,225.00
10007319	02/24/2016	GARRETT'S A/C & REFRIGERATION, LLC	R	$ 1,115.00
10007320	02/24/2016	GARYS PLUMBING INC	R	$ 291.94
10007321	02/24/2016	GHD SERVICES INC	R	$ 4,924.55
10007322	02/24/2016	GILA CORPORATION DBA MUNICIPAL	R	$ 440.23
10007323	02/24/2016	GOVCONNECTION, INC	R	$ 736.00

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10007324	02/24/2016	GRACE JONES COMMUNITY CENTER INC	R	$ 7,826.37
10007325	02/24/2016	GRAINGER	R	$ 856.72
10007326	02/24/2016	GREAT AMERICA LEASING CORPORATION	R	$ 598.00
10007327	02/24/2016	HARRY WARREN INC	R	$ 1,842.50
10007328	02/24/2016	HASKINS PLUMBING, INC	R	$ 285.00
10007329	02/24/2016	HEART OF THE KEYS REC ASSOC INC	R	$ 5,631.50
10007330	02/24/2016	HOMESTEAD FORD INC.	R	$ 1,682.16
10007331	02/24/2016	HOMESTEAD TIRE & AUTO SERVICE CTR.	R	$ 211.20
10007332	02/24/2016	HOSPICE OF THE FLA KEYS INC	R	$ 17,349.25
10007333	02/24/2016	INTEGRATED FIRE & SECURITY	R	$ 560.00
10007334	02/24/2016	INTERLINE BRANDS INC / SUPPLYWORKS	R	$ 2,526.10
10007335	02/24/2016	ISLAND MARINA OF MARATHON, INC.	R	$ 6,458.85
10007336	02/24/2016	J2 GLOBAL COMM., INC DBA EFAX.COM	R	$ 678.00
10007337	02/24/2016	JASON LEE DBA LEES PRESSURE CLEAN	R	$ 200.00
10007338	02/24/2016	JAYNES CLEANING SERVICE INC	R	$ 250.00
10007339	02/24/2016	JOHN J WOLFE PA	R	$ 850.00
10007340	02/24/2016	JOSE TEZANOS	R	$ 257.90
10007341	02/24/2016	JOSEPH TUTTLE	R	$ 101.76
10007342	02/24/2016	JULIE KACZKOWSKI	R	$ 89.04
10007343	02/24/2016	K W RESORT UTILITIES	R	$ 1,675.00
10007344	02/24/2016	KAREN R CAUSSIN	R	$ 1,125.00
10007345	02/24/2016	KEY LARGO CHAMBER OF COMMERCE	R	$ 75.00
10007346	02/24/2016	KEY WEST BUSINESS GUILD	R	$ 5,666.00
10007347	02/24/2016	KEY WEST CHEMICAL & PAPER SUPPLY	R	$ 550.33
10007348	02/24/2016	KEY WEST FAMILY MEDICAL CENTER	R	$ 175.00
10007349	02/24/2016	KEY WEST FISHING TOURNAMENT, INC.	R	$ 8,329.00
10007350	02/24/2016	KEY WEST HALF MARATHON LLC	R	$ 10,000.00
10007351	02/24/2016	KEY WEST WELDING & FABRICATION INC	R	$ 8,843.00
10007352	02/24/2016	KEYBOARD PRODUCTIONS OF FL DBA	R	$ 1,453.50
10007354	02/24/2016	KEYS ENERGY SERVICES	R	$ 14,335.75
10007355	02/24/2016	KEYS FIRE EXTINGUISHERS INC	R	$ 467.50
10007356	02/24/2016	KEYS PEST CONTROL	R	$ 40.00
10007357	02/24/2016	KEYS SANITARY SERVICE	R	$ 573.18
10007358	02/24/2016	KEYS SUPPLY OF KEY LARGO, INC	R	$ 22.17
10007359	02/24/2016	KEYS SUPPLY, INC. - PLANTATION	R	$ 1,154.57
10007360	02/24/2016	KIM ERNEST TRULLENDER	R	$ 320.00
10007361	02/24/2016	KITE LLC	R	$ 1,310.00
10007362	02/24/2016	KLI SUPPLY INC TRUE VALUE	R	$ 419.36
10007363	02/24/2016	LAZARO I VALDES	R	$ 240.00
10007364	02/24/2016	LINDA MIXON	R	$ 860.00
10007365	02/24/2016	LISA WINNE	R	$ 17.00
10007366	02/24/2016	LOW KEY SUPPLY INC	R	$ 563.00
10007367	02/24/2016	LOWER KEYS CHAMBER OF COMMERCE	R	$ 150.00
10007368	02/24/2016	MANLEY DEBOER LUMBER CO	R	$ 381.48
10007369	02/24/2016	MARATHON LUMBER BUILDING SUPPLY	R	$ 24.99
10007370	02/24/2016	MARIA GUERRA	R	$ 50.88
10007371	02/24/2016	MARKETING RESOURCES& MANAGEMENT INC	R	$ 32.41
10007372	02/24/2016	MASTER MECHANICAL SERVICES INC	R	$ 1,188.20
10007373	02/24/2016	MCCULLOUGH PREMIUM WATER INC	R	$ 25.00

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10007374	02/24/2016	MIAMI INDUSTRIAL MOTORS INC	R	$ 350.00
10007375	02/24/2016	MICHAEL PETCHEY	R	$ 50.00
10007376	02/24/2016	MINNESOTA LIFE INSURANCE COMPANY	R	$ 12,067.40
10007377	02/24/2016	MONROE ASSOC RETARDED CITIZENS INC	R	$ 14,125.00
10007378	02/24/2016	MONROE COUNCIL OF THE ARTS CORP DBA	R	$ 8,563.96
10007379	02/24/2016	MONROE COUNTY CLERK OF COURTS	R	$ 2.00
10007380	02/24/2016	MONROE COUNTY CLERK OF COURTS	R	$ 1,923.00
10007381	02/24/2016	MOSS ENTERPRISES USA INC	R	$ 150.00
10007382	02/24/2016	NACO NATIONAL ASSOC OF COUNTIES	R	$ 1,480.00
10007383	02/24/2016	NATIONAL ASSOC FOR COURT MANAGEMENT	R	$ 125.00
10007384	02/24/2016	NATIONAL BUSINESS FURNITURE, LLC	R	$ 1,506.00
10007385	02/24/2016	NORTH STAR TRAVEL LLC	R	$ 1,500.00
10007386	02/24/2016	OCLC NET LIBRARY	R	$ 400.99
10007387	02/24/2016	OFFICE DEPOT INC	R	$ 1,246.60
10007388	02/24/2016	OLD TOWN TROLLEY TOURS OF	R	$ 30,363.12
10007389	02/24/2016	OVERDRIVE, INC.	R	$ 585.06
10007390	02/24/2016	PARADISE DISTRIBUTING CO.	R	$ 2,357.00
10007391	02/24/2016	PRESIDIO NETWORKED SOLUTIONS INC	R	$ 1,787.90
10007392	02/24/2016	PROFESSIONAL EMERGENCY SERVICES INC	R	$ 7,833.33
10007393	02/24/2016	PROPLAZA LLC	R	$ 13,418.56
10007394	02/24/2016	PUBLIC FINANCIAL MANAGEMENT INC	R	$ 5,000.00
10007395	02/24/2016	PUBLIX SUPER MARKETS INC.(BUSINESS)	R	$ 522.13
10007396	02/24/2016	PUBLIX SUPERMARKETS INC (PHARMACY)	R	$ 6.94
10007397	02/24/2016	QUANTUM HEALTH SOLUTIONS OF FLORIDA	R	$ 1,575.00
10007398	02/24/2016	RAYBRO C E D	R	$ 2,481.64
10007399	02/24/2016	RECORDED BOOKS LLC	R	$ 300.58
10007400	02/24/2016	REDWOOD TOXICOLOGY LABORATORY INC	R	$ 76.00
10007401	02/24/2016	REYNALDO ORTIZ	R	$ 165.20
10007402	02/24/2016	RICHARD WANG	R	$ 220.00
10007403	02/24/2016	RICKS GARAGE DOORS INC	R	$ 150.00
10007404	02/24/2016	ROMAN GASTESI JR	R	$ 168.00
10007405	02/24/2016	RONALD MILLER	R	$ 159.00
10007406	02/24/2016	ROY KHANNA	R	$ 2,847.11
10007407	02/24/2016	RURAL HEALTH NETWORK MONROE	R	$ 11,408.50
10007408	02/24/2016	SATELLITE TRACKING OF PEOPLE, LLC	R	$ 263.50
10007409	02/24/2016	SBC INTERNET SERVICES INC DBA AT&T	R	$ 11,404.66
10007410	02/24/2016	SCALE-RITE INC	R	$ 700.00
10007411	02/24/2016	SHERWIN WILLIAMS - KEY LARGO	R	$ 270.83
10007412	02/24/2016	SHERWIN WILLIAMS - KEY WEST	R	$ 500.49
10007413	02/24/2016	SHIPS WAY INC	R	$ 1,238.21
10007414	02/24/2016	SIEMENS INDUSTRY, INC.	R	$ 1,670.60
10007415	02/24/2016	SNAP ON EQUIPMENT INC	R	$ 852.00
10007416	02/24/2016	SONYA MORGAN	R	$ 400.00
10007417	02/24/2016	SOUTHERNMOST HOMELESS ASST. LEAGUE	R	$ 2,269.00
10007418	02/24/2016	SPENCER CURRY	R	$ 220.00
10007419	02/24/2016	STOCKTON MAINTENANCE GROUP INC	R	$ 21,693.78
10007420	02/24/2016	STRUNK ACE HARDWARE INC	R	$ 93.40
10007421	02/24/2016	STUART NEWMAN ASSOCIATES INC	R	$ 24,476.40
10007422	02/24/2016	SUB ZERO AIR CONDITION & REFRID INC	R	$ 9,164.20

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10007423	02/24/2016	SUNBELT RENTALS, INC.	R	$ 469.50
10007424	02/24/2016	SUNSHINE ST ONE CALL OF FLORIDA INC	R	$ 22.17
10007425	02/24/2016	SYLVIA MURPHY	R	$ 65.00
10007426	02/24/2016	TEN 8 FIRE EQUIPMENT INC	R	$ 5,299.50
10007427	02/24/2016	TERMINIX OHIO	R	$ 35.00
10007428	02/24/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 1,993.71
10007429	02/24/2016	THE HOME DEPOT COMMERCIAL CREDIT	R	$ 2,466.61
10007430	02/24/2016	THE MIAMI HERALD MEDIA COMPANY	R	$ 250.00
10007431	02/24/2016	THYSSENKRUPP ELEVATOR MANUFACTURING	R	$ 1,477.56
10007432	02/24/2016	TINA LOSACCO	R	$ 130.00
10007433	02/24/2016	TOASTMASTERS KEY WEST	R	$ 47.00
10007434	02/24/2016	TOASTMASTERS KEY WEST	R	$ 47.00
10007435	02/24/2016	TREVOR MORGAN WIRTH	R	$ 240.00
10007436	02/24/2016	TRISHA ASHCRAFT	R	$ 1,000.00
10007437	02/24/2016	TROPIC SUPPLY INC	R	$ 585.03
10007438	02/24/2016	TRULY NOLEN OF AMERICA INC.	R	$ 497.50
10007439	02/24/2016	TUGBOAT MUSIC,LLC	R	$ 300.00
10007440	02/24/2016	ULINE, INC.	R	$ 182.83
10007441	02/24/2016	UNITED STATES POSTAL SERVICE	R	$ 570.00
10007442	02/24/2016	UNIVERSAL SIGNS & ACCESSORIES	R	$ 660.00
10007443	02/24/2016	VERMEER SOUTHEAST SALES & SERVICE	R	$ 53,350.00
10007444	02/24/2016	THE WARREN AGENCY	R	$ 40.00
10007445	02/24/2016	WOLVERINE BRASS, INC.	R	$ 250.31
10007446	02/24/2016	XEROX CORPORATION	R	$ 80.20
10007447	02/24/2016	XEROX CORPORATION	R	$ 514.10
10007448	02/24/2016	XYLEM WATER SOLUTIONS USA INC	R	$ 3,438.70
10007449	02/24/2016	YVES VRIELYNCK	R	$ 75.00
10007450	02/24/2016	ZANE GREY DEVELOPMENT COMPANY	R	$ 2,500.00
10007451	02/24/2016	ZIRMED INC.	R	$ 124.70
10004200	02/22/2016	MICHAEL PETCHEY	V	$ (50.00)
10006494	02/01/2016	US COURTS AO -PACER SERVICE CTR	V	$ (76.00)
10006512	02/01/2016	PIERCE MANUFACTURING INC.	V	$ (849,804.00)
10006681	02/03/2016	OFFICE DEPOT INC	V	$ -
10006722	02/03/2016	THE HOME DEPOT COMMERCIAL CREDIT	V	$ -
10006724	02/03/2016	THE HOME DEPOT COMMERCIAL CREDIT	V	$ -
10006728	02/03/2016	TINSLEY ADVERTISING INC	V	$ -
10006729	02/03/2016	TINSLEY ADVERTISING INC	V	$ -
10006730	02/03/2016	TINSLEY ADVERTISING INC	V	$ -
10006731	02/03/2016	TINSLEY ADVERTISING INC	V	$ -
10006732	02/03/2016	TINSLEY ADVERTISING INC	V	$ -
10006751	02/09/2016	AT&T MOBILITY	V	$ -
10006752	02/09/2016	AT&T MOBILITY	V	$ -
10006796	02/10/2016	BECKMANN'S AUTO KEY WEST	V	$ -
10006814	02/10/2016	CENGAGE LEARNING	V	$ -
10006829	02/16/2016	DANISE D HENRIQUEZ TAX COLLECTOR	V	$ (116.55)
10006842	02/10/2016	FEDERAL EXPRESS CORP	V	$ -
10006848	02/10/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	V	$ -
10006849	02/10/2016	FLORIDA KEYS AQUEDUCT AUTHORITY	V	$ -
10006919	02/10/2016	OFFICE DEPOT INC	V	$ -

Check Number	Check Date	Vendor	Status	Check Amount
10006963	02/10/2016	THE HOME DEPOT COMMERCIAL CREDIT	V	$ -
10006969	02/10/2016	TINSLEY ADVERTISING INC	V	$ -
10006970	02/10/2016	TINSLEY ADVERTISING INC	V	$ -
10006982	02/10/2016	XEROX CORPORATION	V	$ -
10007027	02/17/2016	AT&T MOBILITY - EOD	V	$ -
10007032	02/17/2016	BECKMANN'S AUTO PARTS INC	V	$ -
10007033	02/17/2016	BECKMANN'S AUTO PARTS INC	V	$ -
10007034	02/17/2016	BECKMANN'S AUTO PARTS INC	V	$ -
10007036	02/17/2016	BECKMANNS AUTO SUPPLY INC DBA NAPA	V	$ -
10007090	02/17/2016	FLORIDA KEYS ELECTRIC COOP ASSO INC	V	$ -
10007147	02/17/2016	OFFICE DEPOT INC	V	$ -
10007148	02/17/2016	OFFICE DEPOT INC	V	$ -
10007149	02/17/2016	OFFICE DEPOT INC	V	$ -
10007249	02/24/2016	BAKER AND TAYLOR INC	V	$ -
10007353	02/24/2016	KEYS ENERGY SERVICES	V	$ -
W020116A	02/01/2016	PNC BANK N.A.	M	$ 11,149.66
W020316A	02/02/2016	3406 NORTH ROOSEVELT BLVD CORP	M	$ 106,738.93
W021016A	02/10/2016	MONROE COUNTY SHERIFF OFFICE	M	$ 9,682.66
W021816A	02/18/2016	AXIS TRAVEL MARKETING LTD	M	$ 17,897.22
W022416A	02/24/2016	3406 NORTH ROOSEVELT BLVD CORP	M	$ 131,729.59

February 2016

BOCC

Payroll

(26 pages)

MONROE COUNTY CLERK'S OFFICE
PAYROLL CHECK REGISTER FOR MONTH ENDING FEBRUARY 29, 2016
Prepared by: Finance Division

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000925	02/05/2016	$0.00	$1,946.01		4504
50000926	02/05/2016	$0.00	$1,269.74		4164
50000927	02/05/2016	$0.00	$1,692.42		1813
50000928	02/05/2016	$0.00	$393.94		4509
50000929	02/05/2016	$0.00	$2,931.20		3643
50000930	02/05/2016	$0.00	$1,928.50		4302
50000931	02/05/2016	$0.00	$845.29		3397
50000932	02/05/2016	$0.00	$882.69		3983
50000933	02/05/2016	$400.00	$1,279.49		2095
50000934	02/05/2016	$0.00	$971.60		4461
50000935	02/05/2016	$0.00	$704.52		4390
50000936	02/05/2016	$0.00	$1,254.44		3777
50000937	02/05/2016	$0.00	$1,189.71		2024
50000938	02/05/2016	$0.00	$526.88		4376
50000939	02/05/2016	$0.00	$896.39		3239
50000940	02/05/2016	$0.00	$2,311.09		2119
50000941	02/05/2016	$200.00	$1,056.39		3322
50000942	02/05/2016	$0.00	$1,053.33		4394
50000943	02/05/2016	$0.00	$51.69		4420
50000944	02/05/2016	$0.00	$1,384.63		4184
50000945	02/05/2016	$0.00	$1,202.78		3630
50000946	02/05/2016	$0.00	$1,007.15		4507
50000947	02/05/2016	$0.00	$1,378.15		2413
50000948	02/05/2016	$0.00	$1,235.65		4063
50000949	02/05/2016	$0.00	$1,011.36		4508
50000950	02/05/2016	$0.00	$972.57		3430
50000951	02/05/2016	$0.00	$239.41		4154
50000952	02/05/2016	$0.00	$1,409.38		4382
50000953	02/05/2016	$0.00	$1,678.33		4442
50000954	02/05/2016	$0.00	$302.79		3973
50000955	02/05/2016	$0.00	$328.35		4240
50000956	02/05/2016	$0.00	$329.91		4405
50000957	02/05/2016	$0.00	$329.91		1420
50000958	02/05/2016	$0.00	$329.91		4087
50000959	02/05/2016	$0.00	$1,353.85		4321
50000960	02/05/2016	$0.00	$1,317.05		1557
50000961	02/05/2016	$0.00	$984.33		3523
50000962	02/05/2016	$0.00	$1,274.40		3786
50000963	02/05/2016	$0.00	$2,517.97		2862
50000964	02/05/2016	$0.00	$1,002.58		4009

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000965	02/05/2016	$0.00	$1,412.39		4380
50000966	02/05/2016	$0.00	$713.29		4490
50000967	02/05/2016	$0.00	$3,173.00		1241
50000968	02/05/2016	$0.00	$974.45		2034
50000969	02/05/2016	$0.00	$1,353.85		1828
50000970	02/05/2016	$0.00	$1,198.50		3669
50000971	02/05/2016	$0.00	$913.75		4503
50000972	02/05/2016	$0.00	$1,015.45		4469
50000973	02/05/2016	$0.00	$1,688.07		3514
50000974	02/05/2016	$800.00	$382.08		3896
50000975	02/05/2016	$0.00	$2,057.40		3199
50000976	02/05/2016	$0.00	$937.75		3515
50000977	02/05/2016	$0.00	$786.02		3203
50000978	02/05/2016	$0.00	$793.11		3494
50000979	02/05/2016	$0.00	$633.56		3709
V3063244	02/05/2016	$1,517.43	$0.00		3135
V3063245	02/05/2016	$1,998.95	$0.00		4223
V3063246	02/05/2016	$1,162.28	$0.00		3945
V3063247	02/05/2016	$1,479.98	$0.00		2774
V3063248	02/05/2016	$1,407.23	$0.00		3174
V3063249	02/05/2016	$1,869.60	$0.00		3944
V3063250	02/05/2016	$1,397.47	$0.00		3836
V3063251	02/05/2016	$1,585.90	$0.00		4453
V3063252	02/05/2016	$1,217.74	$0.00		3637
V3063253	02/05/2016	$6,080.79	$0.00		3887
V3063254	02/05/2016	$2,473.41	$0.00		4230
V3063255	02/05/2016	$3,296.01	$0.00		3784
V3063256	02/05/2016	$1,120.11	$0.00		4269
V3063257	02/05/2016	$1,124.56	$0.00		2796
V3063258	02/05/2016	$1,618.81	$0.00		4275
V3063259	02/05/2016	$1,282.77	$0.00		4437
V3063260	02/05/2016	$2,292.46	$0.00		3368
V3063261	02/05/2016	$1,241.63	$0.00		2029
V3063262	02/05/2016	$1,304.99	$0.00		4348
V3063263	02/05/2016	$963.21	$0.00		4079
V3063264	02/05/2016	$1,324.27	$0.00		2294
V3063265	02/05/2016	$1,192.98	$0.00		3683
V3063266	02/05/2016	$1,647.11	$0.00		4258
V3063267	02/05/2016	$1,215.18	$0.00		3674
V3063268	02/05/2016	$716.17	$0.00		2125
V3063269	02/05/2016	$1,336.19	$0.00		4356
V3063270	02/05/2016	$1,060.67	$0.00		4216
V3063271	02/05/2016	$1,041.23	$0.00		3668
V3063272	02/05/2016	$1,736.41	$0.00		2031

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063273	02/05/2016	$1,472.71	$0.00		4004
V3063274	02/05/2016	$1,271.16	$0.00		4389
V3063275	02/05/2016	$1,238.66	$0.00		3929
V3063276	02/05/2016	$1,172.80	$0.00		4489
V3063277	02/05/2016	$1,237.85	$0.00		4368
V3063278	02/05/2016	$1,425.75	$0.00		4093
V3063279	02/05/2016	$3,750.03	$0.00		2016
V3063280	02/05/2016	$1,209.54	$0.00		4153
V3063281	02/05/2016	$1,469.05	$0.00		2272
V3063282	02/05/2016	$1,136.65	$0.00		4438
V3063283	02/05/2016	$1,136.99	$0.00		4419
V3063284	02/05/2016	$1,518.05	$0.00		4432
V3063285	02/05/2016	$1,896.57	$0.00		1060
V3063286	02/05/2016	$1,564.21	$0.00		3495
V3063287	02/05/2016	$1,565.82	$0.00		3861
V3063288	02/05/2016	$370.62	$0.00		4041
V3063289	02/05/2016	$1,459.48	$0.00		3979
V3063290	02/05/2016	$1,464.41	$0.00		4090
V3063291	02/05/2016	$1,232.48	$0.00		4342
V3063292	02/05/2016	$1,700.00	$0.00		4086
V3063293	02/05/2016	$1,050.91	$0.00		3863
V3063294	02/05/2016	$1,986.36	$0.00		4444
V3063295	02/05/2016	$1,990.93	$0.00		3864
V3063296	02/05/2016	$1,615.25	$0.00		4362
V3063297	02/05/2016	$1,204.34	$0.00		4483
V3063298	02/05/2016	$1,390.19	$0.00		4369
V3063299	02/05/2016	$1,217.03	$0.00		4303
V3063300	02/05/2016	$1,242.75	$0.00		4333
V3063301	02/05/2016	$1,619.73	$0.00		4459
V3063302	02/05/2016	$1,192.83	$0.00		4499
V3063303	02/05/2016	$1,049.97	$0.00		4396
V3063304	02/05/2016	$1,996.05	$0.00		4150
V3063305	02/05/2016	$1,279.53	$0.00		4492
V3063306	02/05/2016	$2,643.49	$0.00		3580
V3063307	02/05/2016	$1,221.72	$0.00		4341
V3063308	02/05/2016	$1,507.55	$0.00		4254
V3063309	02/05/2016	$1,348.74	$0.00		1013
V3063310	02/05/2016	$1,321.77	$0.00		4066
V3063311	02/05/2016	$2,135.15	$0.00		2250
V3063312	02/05/2016	$1,269.74	$0.00		4252
V3063313	02/05/2016	$1,309.98	$0.00		4500
V3063314	02/05/2016	$1,041.65	$0.00		4352
V3063315	02/05/2016	$2,142.47	$0.00		3766
V3063316	02/05/2016	$2,153.50	$0.00		2528

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063317	02/05/2016	$1,171.10	$0.00		4196
V3063318	02/05/2016	$1,204.85	$0.00		4161
V3063319	02/05/2016	$4,879.40	$0.00		2818
V3063320	02/05/2016	$1,831.97	$0.00		2336
V3063321	02/05/2016	$1,762.32	$0.00		3383
V3063322	02/05/2016	$1,510.03	$0.00		4282
V3063323	02/05/2016	$1,170.65	$0.00		4433
V3063324	02/05/2016	$1,757.59	$0.00		4024
V3063325	02/05/2016	$1,346.44	$0.00		3308
V3063326	02/05/2016	$1,152.82	$0.00		4497
V3063327	02/05/2016	$1,160.59	$0.00		4413
V3063328	02/05/2016	$1,375.71	$0.00		4284
V3063329	02/05/2016	$1,000.95	$0.00		3927
V3063330	02/05/2016	$1,886.43	$0.00		3448
V3063331	02/05/2016	$1,078.04	$0.00		4166
V3063332	02/05/2016	$1,352.52	$0.00		4335
V3063333	02/05/2016	$1,369.71	$0.00		4148
V3063334	02/05/2016	$1,207.14	$0.00		4127
V3063335	02/05/2016	$1,665.16	$0.00		4331
V3063336	02/05/2016	$1,865.07	$0.00		1888
V3063337	02/05/2016	$1,261.19	$0.00		4498
V3063338	02/05/2016	$1,368.10	$0.00		4425
V3063339	02/05/2016	$1,378.05	$0.00		4209
V3063340	02/05/2016	$1,225.62	$0.00		4439
V3063341	02/05/2016	$1,247.02	$0.00		4501
V3063342	02/05/2016	$1,265.29	$0.00		4395
V3063343	02/05/2016	$1,792.11	$0.00		3841
V3063344	02/05/2016	$1,356.20	$0.00		4458
V3063345	02/05/2016	$1,456.64	$0.00		3925
V3063346	02/05/2016	$1,526.60	$0.00		4465
V3063347	02/05/2016	$1,401.01	$0.00		4097
V3063348	02/05/2016	$1,612.66	$0.00		4360
V3063349	02/05/2016	$2,684.44	$0.00		2728
V3063350	02/05/2016	$1,385.18	$0.00		3926
V3063351	02/05/2016	$1,834.78	$0.00		4314
V3063352	02/05/2016	$1,214.88	$0.00		4401
V3063353	02/05/2016	$1,324.11	$0.00		4195
V3063354	02/05/2016	$764.16	$0.00		4332
V3063355	02/05/2016	$922.89	$0.00		4434
V3063356	02/05/2016	$1,209.32	$0.00		4334
V3063357	02/05/2016	$1,356.89	$0.00		4011
V3063358	02/05/2016	$2,873.73	$0.00		1440
V3063359	02/05/2016	$1,088.43	$0.00		4412
V3063360	02/05/2016	$1,495.57	$0.00		3752

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063361	02/05/2016	$0.00	$0.00		1819
V3063362	02/05/2016	$3,261.22	$0.00		2450
V3063363	02/05/2016	$1,190.09	$0.00		4460
V3063364	02/05/2016	$3,098.57	$0.00		2662
V3063365	02/05/2016	$1,016.46	$0.00		4349
V3063366	02/05/2016	$1,079.15	$0.00		4168
V3063367	02/05/2016	$1,385.85	$0.00		2556
V3063368	02/05/2016	$1,545.19	$0.00		3855
V3063369	02/05/2016	$459.15	$0.00		3838
V3063370	02/05/2016	$224.08	$0.00		1491
V3063371	02/05/2016	$2,216.36	$0.00		3747
V3063372	02/05/2016	$2,069.08	$0.00		4227
V3063373	02/05/2016	$2,090.75	$0.00		1389
V3063374	02/05/2016	$1,270.83	$0.00		1033
V3063375	02/05/2016	$2,460.10	$0.00		1436
V3063376	02/05/2016	$1,638.69	$0.00		3598
V3063377	02/05/2016	$1,047.62	$0.00		3958
V3063378	02/05/2016	$2,041.66	$0.00		4274
V3063379	02/05/2016	$1,695.35	$0.00		3030
V3063380	02/05/2016	$871.47	$0.00		4075
V3063381	02/05/2016	$1,531.64	$0.00		2793
V3063382	02/05/2016	$1,178.72	$0.00		4270
V3063383	02/05/2016	$1,871.80	$0.00		2433
V3063384	02/05/2016	$843.75	$0.00		3332
V3063385	02/05/2016	$1,344.93	$0.00		4403
V3063386	02/05/2016	$2,066.33	$0.00		1853
V3063387	02/05/2016	$966.19	$0.00		3435
V3063388	02/05/2016	$860.05	$0.00		3538
V3063389	02/05/2016	$876.42	$0.00		3506
V3063390	02/05/2016	$1,557.44	$0.00		3740
V3063391	02/05/2016	$1,546.43	$0.00		4212
V3063392	02/05/2016	$877.97	$0.00		4101
V3063393	02/05/2016	$746.58	$0.00		4441
V3063394	02/05/2016	$1,105.22	$0.00		4478
V3063395	02/05/2016	$1,089.51	$0.00		1861
V3063396	02/05/2016	$1,352.91	$0.00		2055
V3063397	02/05/2016	$1,395.48	$0.00		1167
V3063398	02/05/2016	$888.75	$0.00		3349
V3063399	02/05/2016	$938.32	$0.00		4057
V3063400	02/05/2016	$1,329.92	$0.00		4060
V3063401	02/05/2016	$1,302.47	$0.00		4055
V3063402	02/05/2016	$869.93	$0.00		4203
V3063403	02/05/2016	$804.66	$0.00		1980
V3063404	02/05/2016	$751.55	$0.00		4177

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063405	02/05/2016	$1,065.13	$0.00		1259
V3063406	02/05/2016	$1,461.62	$0.00		4040
V3063407	02/05/2016	$800.88	$0.00		2033
V3063408	02/05/2016	$982.11	$0.00		3565
V3063409	02/05/2016	$1,736.55	$0.00		3830
V3063410	02/05/2016	$1,149.06	$0.00		4202
V3063411	02/05/2016	$926.43	$0.00		1905
V3063412	02/05/2016	$504.27	$0.00		4392
V3063413	02/05/2016	$1,094.37	$0.00		3508
V3063414	02/05/2016	$748.09	$0.00		4296
V3063415	02/05/2016	$817.60	$0.00		4286
V3063416	02/05/2016	$1,369.76	$0.00		3428
V3063417	02/05/2016	$931.97	$0.00		4451
V3063418	02/05/2016	$1,257.62	$0.00		4430
V3063419	02/05/2016	$1,315.45	$0.00		3330
V3063420	02/05/2016	$1,037.08	$0.00		3507
V3063421	02/05/2016	$933.54	$0.00		4114
V3063422	02/05/2016	$1,467.46	$0.00		3035
V3063423	02/05/2016	$1,671.05	$0.00		2139
V3063424	02/05/2016	$1,281.59	$0.00		3660
V3063425	02/05/2016	$1,110.37	$0.00		4417
V3063426	02/05/2016	$1,178.39	$0.00		3599
V3063427	02/05/2016	$1,018.47	$0.00		4472
V3063428	02/05/2016	$1,803.17	$0.00		1073
V3063429	02/05/2016	$1,505.01	$0.00		4457
V3063430	02/05/2016	$1,648.24	$0.00		4494
V3063431	02/05/2016	$1,271.64	$0.00		4283
V3063432	02/05/2016	$1,736.47	$0.00		4495
V3063433	02/05/2016	$1,426.00	$0.00		3900
V3063434	02/05/2016	$1,985.16	$0.00		1342
V3063435	02/05/2016	$1,431.45	$0.00		4455
V3063436	02/05/2016	$2,362.55	$0.00		4322
V3063437	02/05/2016	$3,428.83	$0.00		3727
V3063438	02/05/2016	$1,690.49	$0.00		4181
V3063439	02/05/2016	$1,327.22	$0.00		3659
V3063440	02/05/2016	$1,151.51	$0.00		4215
V3063441	02/05/2016	$1,093.85	$0.00		4496
V3063442	02/05/2016	$1,462.64	$0.00		1038
V3063443	02/05/2016	$1,078.59	$0.00		3401
V3063444	02/05/2016	$910.54	$0.00		4406
V3063445	02/05/2016	$2,199.59	$0.00		3597
V3063446	02/05/2016	$1,201.95	$0.00		4021
V3063447	02/05/2016	$1,151.53	$0.00		2331
V3063448	02/05/2016	$818.33	$0.00		4277

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063449	02/05/2016	$1,250.06	$0.00		2195
V3063450	02/05/2016	$1,297.79	$0.00		3604
V3063451	02/05/2016	$925.06	$0.00		4423
V3063452	02/05/2016	$1,365.06	$0.00		2114
V3063453	02/05/2016	$1,058.34	$0.00		4372
V3063454	02/05/2016	$956.99	$0.00		3179
V3063455	02/05/2016	$870.56	$0.00		4436
V3063456	02/05/2016	$1,696.85	$0.00		2279
V3063457	02/05/2016	$0.00	$0.00		2423
V3063458	02/05/2016	$728.18	$0.00		1220
V3063459	02/05/2016	$2,059.39	$0.00		3661
V3063460	02/05/2016	$1,061.57	$0.00		2240
V3063461	02/05/2016	$763.11	$0.00		4327
V3063462	02/05/2016	$1,420.62	$0.00		3913
V3063463	02/05/2016	$1,095.12	$0.00		1123
V3063464	02/05/2016	$1,015.28	$0.00		1561
V3063465	02/05/2016	$471.03	$0.00		4224
V3063466	02/05/2016	$848.69	$0.00		4067
V3063467	02/05/2016	$1,346.33	$0.00		3829
V3063468	02/05/2016	$1,473.79	$0.00		4187
V3063469	02/05/2016	$1,089.09	$0.00		3967
V3063470	02/05/2016	$1,859.70	$0.00		2270
V3063471	02/05/2016	$1,389.79	$0.00		3905
V3063472	02/05/2016	$2,494.60	$0.00		1826
V3063473	02/05/2016	$1,552.10	$0.00		3650
V3063474	02/05/2016	$1,249.75	$0.00		2100
V3063475	02/05/2016	$901.89	$0.00		4278
V3063476	02/05/2016	$1,064.69	$0.00		4251
V3063477	02/05/2016	$1,187.55	$0.00		4081
V3063478	02/05/2016	$956.07	$0.00		3951
V3063479	02/05/2016	$892.34	$0.00		4429
V3063480	02/05/2016	$1,093.41	$0.00		3642
V3063481	02/05/2016	$1,569.82	$0.00		4273
V3063482	02/05/2016	$1,368.19	$0.00		3645
V3063483	02/05/2016	$1,352.92	$0.00		4142
V3063484	02/05/2016	$1,602.56	$0.00		2152
V3063485	02/05/2016	$1,083.89	$0.00		1538
V3063486	02/05/2016	$1,240.09	$0.00		4450
V3063487	02/05/2016	$1,504.82	$0.00		3048
V3063488	02/05/2016	$1,237.30	$0.00		4172
V3063489	02/05/2016	$1,555.55	$0.00		4443
V3063490	02/05/2016	$553.26	$0.00		4188
V3063491	02/05/2016	$1,094.18	$0.00		4330
V3063492	02/05/2016	$3,630.76	$0.00		4006

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063493	02/05/2016	$1,937.23	$0.00		2537
V3063494	02/05/2016	$1,204.75	$0.00		4117
V3063495	02/05/2016	$1,373.80	$0.00		3606
V3063496	02/05/2016	$1,884.00	$0.00		4466
V3063497	02/05/2016	$1,634.89	$0.00		4467
V3063498	02/05/2016	$1,647.60	$0.00		4231
V3063499	02/05/2016	$1,390.30	$0.00		3968
V3063500	02/05/2016	$2,144.91	$0.00		2009
V3063501	02/05/2016	$2,212.13	$0.00		4336
V3063502	02/05/2016	$1,601.47	$0.00		4464
V3063503	02/05/2016	$1,145.53	$0.00		4409
V3063504	02/05/2016	$2,873.56	$0.00		4088
V3063505	02/05/2016	$1,171.75	$0.00		4173
V3063506	02/05/2016	$1,447.51	$0.00		4471
V3063507	02/05/2016	$1,330.42	$0.00		4220
V3063508	02/05/2016	$1,589.52	$0.00		2337
V3063509	02/05/2016	$1,275.68	$0.00		4337
V3063510	02/05/2016	$1,596.27	$0.00		4353
V3063511	02/05/2016	$1,264.55	$0.00		4477
V3063512	02/05/2016	$862.88	$0.00		3764
V3063513	02/05/2016	$1,666.48	$0.00		2831
V3063514	02/05/2016	$2,036.93	$0.00		4002
V3063515	02/05/2016	$1,663.74	$0.00		2872
V3063516	02/05/2016	$1,409.51	$0.00		4427
V3063517	02/05/2016	$1,333.20	$0.00		4126
V3063518	02/05/2016	$1,527.55	$0.00		4506
V3063519	02/05/2016	$1,693.97	$0.00		3644
V3063520	02/05/2016	$1,629.61	$0.00		2320
V3063521	02/05/2016	$628.90	$0.00		2040
V3063522	02/05/2016	$1,466.85	$0.00		1945
V3063523	02/05/2016	$1,439.84	$0.00		2915
V3063524	02/05/2016	$2,352.30	$0.00		4207
V3063525	02/05/2016	$1,405.91	$0.00		1054
V3063526	02/05/2016	$1,476.09	$0.00		3573
V3063527	02/05/2016	$1,541.28	$0.00		1180
V3063528	02/05/2016	$1,500.59	$0.00		2719
V3063529	02/05/2016	$1,237.06	$0.00		4475
V3063530	02/05/2016	$388.53	$0.00		3704
V3063531	02/05/2016	$1,233.53	$0.00		4255
V3063532	02/05/2016	$3,060.68	$0.00		3758
V3063533	02/05/2016	$397.35	$0.00		2650
V3063534	02/05/2016	$1,226.97	$0.00		4080
V3063535	02/05/2016	$1,862.97	$0.00		3695
V3063536	02/05/2016	$1,728.92	$0.00		2953

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063537	02/05/2016	$403.58	$0.00		3907
V3063538	02/05/2016	$1,648.94	$0.00		2188
V3063539	02/05/2016	$1,130.28	$0.00		2393
V3063540	02/05/2016	$1,063.63	$0.00		4140
V3063541	02/05/2016	$1,465.07	$0.00		1476
V3063542	02/05/2016	$1,087.84	$0.00		4241
V3063543	02/05/2016	$709.59	$0.00		4347
V3063544	02/05/2016	$1,286.24	$0.00		4022
V3063545	02/05/2016	$1,022.94	$0.00		4416
V3063546	02/05/2016	$1,215.82	$0.00		2529
V3063547	02/05/2016	$1,121.96	$0.00		2001
V3063548	02/05/2016	$1,434.82	$0.00		4315
V3063549	02/05/2016	$1,668.96	$0.00		1740
V3063550	02/05/2016	$1,220.29	$0.00		1597
V3063551	02/05/2016	$1,374.06	$0.00		3375
V3063552	02/05/2016	$1,963.55	$0.00		2088
V3063553	02/05/2016	$1,206.56	$0.00		4350
V3063554	02/05/2016	$1,526.13	$0.00		3252
V3063555	02/05/2016	$893.11	$0.00		4435
V3063556	02/05/2016	$1,393.09	$0.00		4095
V3063557	02/05/2016	$972.58	$0.00		4424
V3063558	02/05/2016	$985.05	$0.00		4144
V3063559	02/05/2016	$1,578.27	$0.00		1075
V3063560	02/05/2016	$1,808.59	$0.00		3279
V3063561	02/05/2016	$1,241.18	$0.00		4421
V3063562	02/05/2016	$600.63	$0.00		4371
V3063563	02/05/2016	$1,058.60	$0.00		4146
V3063564	02/05/2016	$916.49	$0.00		4488
V3063565	02/05/2016	$1,005.53	$0.00		4092
V3063566	02/05/2016	$1,085.87	$0.00		4200
V3063567	02/05/2016	$1,025.67	$0.00		4191
V3063568	02/05/2016	$994.65	$0.00		4387
V3063569	02/05/2016	$743.45	$0.00		4476
V3063570	02/05/2016	$1,063.57	$0.00		4163
V3063571	02/05/2016	$990.18	$0.00		1502
V3063572	02/05/2016	$1,404.12	$0.00		1208
V3063573	02/05/2016	$1,095.05	$0.00		4115
V3063574	02/05/2016	$1,271.53	$0.00		1696
V3063575	02/05/2016	$959.38	$0.00		3694
V3063576	02/05/2016	$1,365.07	$0.00		2201
V3063577	02/05/2016	$1,376.61	$0.00		3387
V3063578	02/05/2016	$918.95	$0.00		4158
V3063579	02/05/2016	$1,679.73	$0.00		1329
V3063580	02/05/2016	$1,778.12	$0.00		3092

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063581	02/05/2016	$670.66	$0.00		1528
V3063582	02/05/2016	$908.86	$0.00		4157
V3063583	02/05/2016	$1,164.87	$0.00		3892
V3063584	02/05/2016	$1,502.25	$0.00		2208
V3063585	02/05/2016	$1,309.11	$0.00		4123
V3063586	02/05/2016	$1,765.19	$0.00		2963
V3063587	02/05/2016	$3,237.30	$0.00		4267
V3063588	02/05/2016	$1,342.72	$0.00		3970
V3063589	02/05/2016	$2,054.19	$0.00		4039
V3063590	02/05/2016	$962.53	$0.00		4263
V3063591	02/05/2016	$1,564.51	$0.00		4482
V3063592	02/05/2016	$1,073.59	$0.00		4431
V3063593	02/05/2016	$2,346.55	$0.00		4386
V3063594	02/05/2016	$1,265.83	$0.00		4174
V3063595	02/05/2016	$906.60	$0.00		4134
V3063596	02/05/2016	$2,243.77	$0.00		4418
V3063597	02/05/2016	$1,667.82	$0.00		1291
V3063598	02/05/2016	$1,848.82	$0.00		3714
V3063599	02/05/2016	$1,993.56	$0.00		1212
V3063600	02/05/2016	$1,242.94	$0.00		3935
V3063601	02/05/2016	$1,082.07	$0.00		4289
V3063602	02/05/2016	$1,703.39	$0.00		3670
V3063603	02/05/2016	$1,079.27	$0.00		4204
V3063604	02/05/2016	$1,249.52	$0.00		4073
V3063605	02/05/2016	$1,439.02	$0.00		3550
V3063606	02/05/2016	$3,007.72	$0.00		4410
V3063607	02/05/2016	$1,724.58	$0.00		3743
V3063608	02/05/2016	$1,616.34	$0.00		2170
V3063609	02/05/2016	$1,611.49	$0.00		3910
V3063610	02/05/2016	$1,152.59	$0.00		3954
V3063611	02/05/2016	$2,633.07	$0.00		3769
V3063612	02/05/2016	$2,239.24	$0.00		3847
V3063613	02/05/2016	$2,044.64	$0.00		2372
V3063614	02/05/2016	$4,860.22	$0.00		1586
V3063615	02/05/2016	$1,253.34	$0.00		4398
V3063616	02/05/2016	$3,399.11	$0.00		3875
V3063617	02/05/2016	$1,940.54	$0.00		4279
V3063618	02/05/2016	$3,029.17	$0.00		4199
V3063619	02/05/2016	$1,165.70	$0.00		3554
V3063620	02/05/2016	$1,197.89	$0.00		4027
V3063621	02/05/2016	$1,075.91	$0.00		4343
V3063622	02/05/2016	$178.70	$0.00		4338
V3063623	02/05/2016	$1,247.59	$0.00		2814
V3063624	02/05/2016	$1,183.05	$0.00		3953

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063625	02/05/2016	$1,213.00	$0.00		3816
V3063626	02/05/2016	$1,207.00	$0.00		4505
V3063627	02/05/2016	$1,259.12	$0.00		4301
V3063628	02/05/2016	$1,148.40	$0.00		1293
V3063629	02/05/2016	$870.49	$0.00		2392
V3063630	02/05/2016	$1,329.12	$0.00		4048
V3063631	02/05/2016	$1,047.81	$0.00		4454
V3063632	02/05/2016	$2,049.43	$0.00		1465
V3063633	02/05/2016	$943.13	$0.00		4256
V3063634	02/05/2016	$930.93	$0.00		3609
V3063635	02/05/2016	$780.87	$0.00		4257
V3063636	02/05/2016	$975.73	$0.00		3823
V3063637	02/05/2016	$1,189.43	$0.00		4407
V3063638	02/05/2016	$1,439.67	$0.00		3911
V3063639	02/05/2016	$1,678.86	$0.00		2059
V3063640	02/05/2016	$1,182.57	$0.00		3004
V3063641	02/05/2016	$1,163.53	$0.00		4329
V3063642	02/05/2016	$1,613.51	$0.00		3957
V3063643	02/05/2016	$533.27	$0.00		4400
V3063644	02/05/2016	$485.75	$0.00		4147
V3063645	02/05/2016	$724.06	$0.00		3763
V3063646	02/05/2016	$921.73	$0.00		2297
V3063647	02/05/2016	$951.95	$0.00		2310
V3063648	02/05/2016	$1,567.97	$0.00		3851
V3063649	02/05/2016	$1,427.12	$0.00		2085
V3063650	02/05/2016	$850.07	$0.00		4351
V3063651	02/05/2016	$1,227.64	$0.00		1260
V3063652	02/05/2016	$237.19	$0.00		3845
V3063653	02/05/2016	$965.44	$0.00		4287
V3063654	02/05/2016	$2,008.31	$0.00		4404
V3063655	02/05/2016	$1,354.27	$0.00		1868
V3063656	02/05/2016	$1,695.08	$0.00		4234
V3063657	02/05/2016	$2,663.48	$0.00		4487
V3063658	02/05/2016	$1,789.19	$0.00		4285
V3063659	02/05/2016	$1,252.88	$0.00		4344
V3063660	02/05/2016	$1,821.56	$0.00		1045
V3063661	02/05/2016	$1,500.99	$0.00		4046
V3063662	02/05/2016	$1,173.28	$0.00		4379
V3063663	02/05/2016	$1,559.15	$0.00		4491
V3063664	02/05/2016	$1,903.53	$0.00		4030
V3063665	02/05/2016	$1,475.29	$0.00		3975
V3063666	02/05/2016	$1,561.92	$0.00		3628
V3063667	02/05/2016	$1,924.78	$0.00		3653
V3063668	02/05/2016	$1,823.06	$0.00		4000

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063669	02/05/2016	$2,131.84	$0.00		4259
V3063670	02/05/2016	$1,681.60	$0.00		4104
V3063671	02/05/2016	$557.54	$0.00		4262
V3063672	02/05/2016	$1,736.84	$0.00		3934
V3063673	02/05/2016	$2,057.23	$0.00		4470
V3063674	02/05/2016	$1,629.07	$0.00		4304
V3063675	02/05/2016	$1,260.02	$0.00		4339
V3063676	02/05/2016	$1,432.01	$0.00		3938
V3063677	02/05/2016	$1,096.30	$0.00		4061
V3063678	02/05/2016	$1,604.75	$0.00		3882
V3063679	02/05/2016	$1,753.43	$0.00		4328
V3063680	02/05/2016	$1,444.54	$0.00		4017
V3063681	02/05/2016	$2,745.62	$0.00		3464
V3063682	02/05/2016	$2,272.39	$0.00		4318
V3063683	02/05/2016	$405.65	$0.00		4378
V3063684	02/05/2016	$1,149.96	$0.00		4448
V3063685	02/05/2016	$239.14	$0.00		4473
V3063686	02/05/2016	$2,212.81	$0.00		3773
V3063687	02/05/2016	$2,259.69	$0.00		3819
V3063688	02/05/2016	$1,595.13	$0.00		4399
V3063689	02/05/2016	$1,539.15	$0.00		1531
V3063690	02/05/2016	$2,085.99	$0.00		1279
V3063691	02/05/2016	$2,131.20	$0.00		4250
V3063692	02/05/2016	$1,185.05	$0.00		4452
V3063693	02/05/2016	$1,633.91	$0.00		4445
V3063694	02/05/2016	$2,889.21	$0.00		4446
V3063695	02/05/2016	$1,903.91	$0.00		3800
V3063696	02/05/2016	$2,076.95	$0.00		4468
V3063697	02/05/2016	$1,411.47	$0.00		4236
V3063698	02/05/2016	$2,153.11	$0.00		3304
V3063699	02/05/2016	$1,608.72	$0.00		4068
V3063700	02/05/2016	$2,124.45	$0.00		4056
V3063701	02/05/2016	$1,133.31	$0.00		4098
V3063702	02/05/2016	$1,418.84	$0.00		3574
V3063703	02/05/2016	$1,688.50	$0.00		1113
V3063704	02/05/2016	$1,882.06	$0.00		4051
V3063705	02/05/2016	$688.30	$0.00		2303
V3063706	02/05/2016	$1,256.30	$0.00		3636
V3063707	02/05/2016	$1,340.15	$0.00		3756
V3063708	02/05/2016	$2,486.27	$0.00		3962
V3063709	02/05/2016	$2,145.33	$0.00		1244
V3063710	02/05/2016	$1,563.79	$0.00		1962
V3063711	02/05/2016	$1,517.52	$0.00		3686
V3063712	02/05/2016	$768.19	$0.00		3952

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063713	02/05/2016	$759.26	$0.00		3810
V3063714	02/05/2016	$464.46	$0.00		1110
V3063715	02/05/2016	$2,766.50	$0.00		1114
V3063716	02/05/2016	$1,460.58	$0.00		4229
V3063717	02/05/2016	$1,574.41	$0.00		4355
V3063718	02/05/2016	$1,731.21	$0.00		2254
V3063719	02/05/2016	$1,363.88	$0.00		4062
V3063720	02/05/2016	$2,659.21	$0.00		2828
V3063721	02/05/2016	$1,336.02	$0.00		4305
V3063722	02/05/2016	$2,735.82	$0.00		1462
V3063723	02/05/2016	$1,277.51	$0.00		4069
V3063724	02/05/2016	$1,161.72	$0.00		4249
V3063725	02/05/2016	$1,330.69	$0.00		4484
V3063726	02/05/2016	$1,245.20	$0.00		4217
V3063727	02/05/2016	$1,116.22	$0.00		4313
V3063728	02/05/2016	$1,235.05	$0.00		4486
V3063729	02/05/2016	$1,498.69	$0.00		4479
V3063730	02/05/2016	$2,208.25	$0.00		3450
V3063731	02/05/2016	$2,586.58	$0.00		1985
V3063732	02/05/2016	$1,073.26	$0.00		4493
V3063733	02/05/2016	$1,997.43	$0.00		2368
V3063734	02/05/2016	$2,113.46	$0.00		4375
V3063735	02/05/2016	$1,228.41	$0.00		4414
V3063736	02/05/2016	$1,239.41	$0.00		3535
V3063737	02/05/2016	$1,110.40	$0.00		3525
V3063738	02/05/2016	$966.77	$0.00		3719
V3063739	02/05/2016	$841.40	$0.00		4023
V3063740	02/05/2016	$2,615.26	$0.00		4096
V3063741	02/05/2016	$590.84	$0.00		1859
V3063742	02/05/2016	$418.54	$0.00		4388
V3063743	02/05/2016	$1,247.50	$0.00		4064
50000980	02/19/2016	$0.00	$2,729.12		3009
50000981	02/19/2016	$0.00	$2,215.72		4504
50000982	02/19/2016	$0.00	$1,269.74		4164
50000983	02/19/2016	$0.00	$1,692.42		1813
50000984	02/19/2016	$0.00	$2,946.65		3643
50000985	02/19/2016	$0.00	$845.29		3397
50000986	02/19/2016	$0.00	$908.32		3983
50000987	02/19/2016	$400.00	$1,316.18		2095
50000988	02/19/2016	$0.00	$1,002.20		4390
50000989	02/19/2016	$0.00	$1,190.89		3777
50000990	02/19/2016	$0.00	$1,189.70		2024
50000991	02/19/2016	$0.00	$593.66		4376
50000992	02/19/2016	$0.00	$414.33		4512

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
50000993	02/19/2016	$0.00	$1,421.09		3239
50000994	02/19/2016	$0.00	$1,689.78		3239
50000995	02/19/2016	$0.00	$2,311.09		2119
50000996	02/19/2016	$200.00	$907.26		3322
50000997	02/19/2016	$0.00	$842.76		4394
50000998	02/19/2016	$0.00	$0.00		4420
50000999	02/19/2016	$0.00	$1,280.78		4184
50001000	02/19/2016	$0.00	$1,300.59		3630
50001001	02/19/2016	$0.00	$1,378.16		2413
50001002	02/19/2016	$0.00	$1,235.66		4063
50001003	02/19/2016	$0.00	$1,000.17		4508
50001004	02/19/2016	$0.00	$1,377.47		4382
50001005	02/19/2016	$0.00	$1,678.33		4442
50001006	02/19/2016	$0.00	$302.79		3973
50001007	02/19/2016	$0.00	$328.35		4240
50001008	02/19/2016	$0.00	$329.91		4405
50001009	02/19/2016	$0.00	$329.91		1420
50001010	02/19/2016	$0.00	$329.91		4087
50001011	02/19/2016	$0.00	$1,353.86		4321
50001012	02/19/2016	$0.00	$1,317.05		1557
50001013	02/19/2016	$0.00	$984.33		3523
50001014	02/19/2016	$0.00	$1,285.55		3786
50001015	02/19/2016	$0.00	$2,517.97		2862
50001016	02/19/2016	$0.00	$1,002.58		4009
50001017	02/19/2016	$0.00	$1,412.39		4380
50001018	02/19/2016	$0.00	$687.39		4490
50001019	02/19/2016	$0.00	$1,006.83		2034
50001020	02/19/2016	$0.00	$1,366.86		1828
50001021	02/19/2016	$0.00	$1,311.08		4301
50001022	02/19/2016	$0.00	$609.52		4301
50001023	02/19/2016	$0.00	$1,198.51		3669
50001024	02/19/2016	$0.00	$667.89		4503
50001025	02/19/2016	$0.00	$1,013.91		4469
50001026	02/19/2016	$0.00	$1,789.13		3514
50001027	02/19/2016	$800.00	$382.08		3896
50001028	02/19/2016	$0.00	$2,057.40		3199
50001029	02/19/2016	$0.00	$949.99		3515
50001030	02/19/2016	$0.00	$842.93		3203
50001031	02/19/2016	$0.00	$870.38		4511
50001032	02/19/2016	$0.00	$143.65		4222
50001033	02/19/2016	$0.00	$935.41		4510
50001034	02/19/2016	$0.00	$765.01		3494
50001035	02/19/2016	$0.00	$663.33		3709
V3063744	02/19/2016	$2,433.35	$0.00		3943

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063745	02/19/2016	$1,517.43	$0.00		3135
V3063746	02/19/2016	$1,998.95	$0.00		4223
V3063747	02/19/2016	$1,162.28	$0.00		3945
V3063748	02/19/2016	$1,479.98	$0.00		2774
V3063749	02/19/2016	$2,434.69	$0.00		4219
V3063750	02/19/2016	$1,407.23	$0.00		3174
V3063751	02/19/2016	$2,279.13	$0.00		3771
V3063752	02/19/2016	$3,043.89	$0.00		2997
V3063753	02/19/2016	$1,869.60	$0.00		3944
V3063754	02/19/2016	$1,397.47	$0.00		3836
V3063755	02/19/2016	$1,606.79	$0.00		4453
V3063756	02/19/2016	$1,217.73	$0.00		3637
V3063757	02/19/2016	$6,080.79	$0.00		3887
V3063758	02/19/2016	$2,473.41	$0.00		4230
V3063759	02/19/2016	$3,305.11	$0.00		3784
V3063760	02/19/2016	$1,120.11	$0.00		4269
V3063761	02/19/2016	$1,133.25	$0.00		2796
V3063762	02/19/2016	$1,618.81	$0.00		4275
V3063763	02/19/2016	$1,282.78	$0.00		4437
V3063764	02/19/2016	$2,292.46	$0.00		3368
V3063765	02/19/2016	$1,241.63	$0.00		2029
V3063766	02/19/2016	$1,304.99	$0.00		4348
V3063767	02/19/2016	$1,040.55	$0.00		4079
V3063768	02/19/2016	$1,324.27	$0.00		2294
V3063769	02/19/2016	$1,192.98	$0.00		3683
V3063770	02/19/2016	$1,647.11	$0.00		4258
V3063771	02/19/2016	$1,254.13	$0.00		3674
V3063772	02/19/2016	$716.17	$0.00		2125
V3063773	02/19/2016	$1,336.19	$0.00		4356
V3063774	02/19/2016	$1,060.67	$0.00		4216
V3063775	02/19/2016	$1,388.65	$0.00		3668
V3063776	02/19/2016	$1,736.42	$0.00		2031
V3063777	02/19/2016	$1,390.73	$0.00		4004
V3063778	02/19/2016	$1,113.49	$0.00		4389
V3063779	02/19/2016	$1,211.76	$0.00		3929
V3063780	02/19/2016	$1,086.10	$0.00		4489
V3063781	02/19/2016	$1,183.14	$0.00		4368
V3063782	02/19/2016	$1,035.66	$0.00		4093
V3063783	02/19/2016	$2,726.12	$0.00		2016
V3063784	02/19/2016	$1,154.64	$0.00		4153
V3063785	02/19/2016	$1,351.04	$0.00		2272
V3063786	02/19/2016	$1,049.22	$0.00		4438
V3063787	02/19/2016	$1,328.86	$0.00		4419
V3063788	02/19/2016	$1,088.44	$0.00		4432

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063789	02/19/2016	$1,824.89	$0.00		1060
V3063790	02/19/2016	$1,502.16	$0.00		3495
V3063791	02/19/2016	$1,114.70	$0.00		4509
V3063792	02/19/2016	$1,320.06	$0.00		3861
V3063793	02/19/2016	$0.00	$0.00		4041
V3063794	02/19/2016	$1,296.84	$0.00		3979
V3063795	02/19/2016	$1,455.14	$0.00		4090
V3063796	02/19/2016	$1,179.22	$0.00		4342
V3063797	02/19/2016	$1,647.99	$0.00		4086
V3063798	02/19/2016	$945.13	$0.00		3863
V3063799	02/19/2016	$1,013.53	$0.00		4444
V3063800	02/19/2016	$1,348.97	$0.00		3864
V3063801	02/19/2016	$1,177.40	$0.00		4362
V3063802	02/19/2016	$1,143.40	$0.00		4483
V3063803	02/19/2016	$1,349.47	$0.00		4369
V3063804	02/19/2016	$1,208.36	$0.00		4303
V3063805	02/19/2016	$1,445.99	$0.00		4333
V3063806	02/19/2016	$1,235.09	$0.00		4459
V3063807	02/19/2016	$1,154.89	$0.00		4499
V3063808	02/19/2016	$959.43	$0.00		4396
V3063809	02/19/2016	$2,268.03	$0.00		4150
V3063810	02/19/2016	$1,149.47	$0.00		4492
V3063811	02/19/2016	$1,729.43	$0.00		3580
V3063812	02/19/2016	$1,162.94	$0.00		4341
V3063813	02/19/2016	$1,396.88	$0.00		4254
V3063814	02/19/2016	$1,234.63	$0.00		1013
V3063815	02/19/2016	$1,438.03	$0.00		4066
V3063816	02/19/2016	$1,986.18	$0.00		2250
V3063817	02/19/2016	$1,738.31	$0.00		4252
V3063818	02/19/2016	$1,152.82	$0.00		4500
V3063819	02/19/2016	$941.90	$0.00		4352
V3063820	02/19/2016	$1,980.64	$0.00		3766
V3063821	02/19/2016	$1,919.69	$0.00		2528
V3063822	02/19/2016	$1,064.23	$0.00		4196
V3063823	02/19/2016	$1,195.03	$0.00		4161
V3063824	02/19/2016	$3,072.19	$0.00		2818
V3063825	02/19/2016	$1,254.16	$0.00		2336
V3063826	02/19/2016	$2,623.86	$0.00		3383
V3063827	02/19/2016	$1,428.69	$0.00		4282
V3063828	02/19/2016	$1,083.22	$0.00		4433
V3063829	02/19/2016	$1,644.60	$0.00		4024
V3063830	02/19/2016	$1,582.80	$0.00		3308
V3063831	02/19/2016	$1,197.17	$0.00		4497
V3063832	02/19/2016	$1,128.12	$0.00		4413

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063833	02/19/2016	$1,496.00	$0.00		4284
V3063834	02/19/2016	$901.51	$0.00		3927
V3063835	02/19/2016	$2,173.07	$0.00		3448
V3063836	02/19/2016	$969.67	$0.00		4166
V3063837	02/19/2016	$1,242.19	$0.00		4335
V3063838	02/19/2016	$1,238.82	$0.00		4148
V3063839	02/19/2016	$1,187.28	$0.00		4127
V3063840	02/19/2016	$1,265.68	$0.00		4331
V3063841	02/19/2016	$2,010.82	$0.00		1888
V3063842	02/19/2016	$1,158.23	$0.00		4498
V3063843	02/19/2016	$1,204.31	$0.00		4425
V3063844	02/19/2016	$1,280.41	$0.00		4209
V3063845	02/19/2016	$1,320.73	$0.00		4439
V3063846	02/19/2016	$1,154.89	$0.00		4501
V3063847	02/19/2016	$1,178.73	$0.00		4395
V3063848	02/19/2016	$1,565.17	$0.00		3841
V3063849	02/19/2016	$1,260.04	$0.00		4458
V3063850	02/19/2016	$1,361.49	$0.00		3925
V3063851	02/19/2016	$1,135.56	$0.00		4465
V3063852	02/19/2016	$1,305.55	$0.00		4097
V3063853	02/19/2016	$1,129.16	$0.00		4360
V3063854	02/19/2016	$3,032.55	$0.00		2728
V3063855	02/19/2016	$1,343.49	$0.00		3926
V3063856	02/19/2016	$1,226.68	$0.00		4314
V3063857	02/19/2016	$1,125.89	$0.00		4401
V3063858	02/19/2016	$1,361.13	$0.00		4195
V3063859	02/19/2016	$667.64	$0.00		4332
V3063860	02/19/2016	$846.81	$0.00		4434
V3063861	02/19/2016	$1,180.73	$0.00		4334
V3063862	02/19/2016	$1,083.18	$0.00		4011
V3063863	02/19/2016	$2,480.63	$0.00		1440
V3063864	02/19/2016	$990.06	$0.00		4412
V3063865	02/19/2016	$1,433.91	$0.00		3752
V3063866	02/19/2016	$0.00	$0.00		1819
V3063867	02/19/2016	$3,388.12	$0.00		2450
V3063868	02/19/2016	$1,091.72	$0.00		4460
V3063869	02/19/2016	$3,185.14	$0.00		2662
V3063870	02/19/2016	$1,016.46	$0.00		4349
V3063871	02/19/2016	$1,491.10	$0.00		4168
V3063872	02/19/2016	$1,254.20	$0.00		2556
V3063873	02/19/2016	$2,382.72	$0.00		3855
V3063874	02/19/2016	$499.75	$0.00		3838
V3063875	02/19/2016	$224.08	$0.00		1491
V3063876	02/19/2016	$2,396.80	$0.00		3747

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063877	02/19/2016	$2,192.12	$0.00		4227
V3063878	02/19/2016	$2,018.03	$0.00		1389
V3063879	02/19/2016	$1,270.83	$0.00		1033
V3063880	02/19/2016	$2,513.46	$0.00		1436
V3063881	02/19/2016	$1,638.69	$0.00		3598
V3063882	02/19/2016	$1,047.60	$0.00		3958
V3063883	02/19/2016	$2,310.90	$0.00		4274
V3063884	02/19/2016	$2,074.17	$0.00		3030
V3063885	02/19/2016	$826.99	$0.00		4075
V3063886	02/19/2016	$1,584.56	$0.00		2793
V3063887	02/19/2016	$1,002.29	$0.00		4270
V3063888	02/19/2016	$1,871.80	$0.00		2433
V3063889	02/19/2016	$843.75	$0.00		3332
V3063890	02/19/2016	$1,421.23	$0.00		4403
V3063891	02/19/2016	$2,160.84	$0.00		1853
V3063892	02/19/2016	$966.19	$0.00		3435
V3063893	02/19/2016	$858.77	$0.00		3538
V3063894	02/19/2016	$834.66	$0.00		3506
V3063895	02/19/2016	$2,081.98	$0.00		3740
V3063896	02/19/2016	$1,484.02	$0.00		4212
V3063897	02/19/2016	$877.97	$0.00		4101
V3063898	02/19/2016	$980.26	$0.00		4441
V3063899	02/19/2016	$1,105.23	$0.00		4478
V3063900	02/19/2016	$1,032.00	$0.00		1861
V3063901	02/19/2016	$1,358.97	$0.00		2055
V3063902	02/19/2016	$1,395.48	$0.00		1167
V3063903	02/19/2016	$983.01	$0.00		3349
V3063904	02/19/2016	$913.71	$0.00		4057
V3063905	02/19/2016	$1,290.96	$0.00		4060
V3063906	02/19/2016	$1,231.74	$0.00		4055
V3063907	02/19/2016	$869.93	$0.00		4203
V3063908	02/19/2016	$820.01	$0.00		1980
V3063909	02/19/2016	$867.53	$0.00		4177
V3063910	02/19/2016	$1,065.13	$0.00		1259
V3063911	02/19/2016	$1,498.60	$0.00		4040
V3063912	02/19/2016	$800.87	$0.00		2033
V3063913	02/19/2016	$1,328.59	$0.00		3565
V3063914	02/19/2016	$1,512.76	$0.00		3830
V3063915	02/19/2016	$806.64	$0.00		4202
V3063916	02/19/2016	$957.75	$0.00		1905
V3063917	02/19/2016	$453.19	$0.00		4392
V3063918	02/19/2016	$1,252.22	$0.00		3508
V3063919	02/19/2016	$1,078.37	$0.00		4296
V3063920	02/19/2016	$817.60	$0.00		4286

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063921	02/19/2016	$1,080.96	$0.00		3428
V3063922	02/19/2016	$850.30	$0.00		4451
V3063923	02/19/2016	$1,180.66	$0.00		4430
V3063924	02/19/2016	$1,030.60	$0.00		3330
V3063925	02/19/2016	$995.32	$0.00		3507
V3063926	02/19/2016	$883.93	$0.00		4114
V3063927	02/19/2016	$1,467.46	$0.00		3035
V3063928	02/19/2016	$1,536.92	$0.00		2139
V3063929	02/19/2016	$897.51	$0.00		3660
V3063930	02/19/2016	$1,110.38	$0.00		4417
V3063931	02/19/2016	$1,193.08	$0.00		3599
V3063932	02/19/2016	$1,018.47	$0.00		4472
V3063933	02/19/2016	$1,717.37	$0.00		1073
V3063934	02/19/2016	$1,505.01	$0.00		4457
V3063935	02/19/2016	$1,725.96	$0.00		4494
V3063936	02/19/2016	$1,271.63	$0.00		4283
V3063937	02/19/2016	$1,845.54	$0.00		4495
V3063938	02/19/2016	$1,426.00	$0.00		3900
V3063939	02/19/2016	$1,985.17	$0.00		1342
V3063940	02/19/2016	$1,385.98	$0.00		4455
V3063941	02/19/2016	$2,362.54	$0.00		4322
V3063942	02/19/2016	$3,437.51	$0.00		3727
V3063943	02/19/2016	$1,690.50	$0.00		4181
V3063944	02/19/2016	$1,274.69	$0.00		3659
V3063945	02/19/2016	$1,015.16	$0.00		4215
V3063946	02/19/2016	$893.70	$0.00		4496
V3063947	02/19/2016	$1,361.32	$0.00		1038
V3063948	02/19/2016	$1,001.29	$0.00		3401
V3063949	02/19/2016	$806.12	$0.00		4406
V3063950	02/19/2016	$1,550.33	$0.00		3597
V3063951	02/19/2016	$1,055.76	$0.00		4021
V3063952	02/19/2016	$1,151.53	$0.00		2331
V3063953	02/19/2016	$818.33	$0.00		4277
V3063954	02/19/2016	$1,250.06	$0.00		2195
V3063955	02/19/2016	$1,154.40	$0.00		3604
V3063956	02/19/2016	$831.08	$0.00		4423
V3063957	02/19/2016	$1,281.21	$0.00		2114
V3063958	02/19/2016	$828.11	$0.00		4372
V3063959	02/19/2016	$916.60	$0.00		3179
V3063960	02/19/2016	$870.55	$0.00		4436
V3063961	02/19/2016	$1,585.92	$0.00		2279
V3063962	02/19/2016	$0.00	$0.00		2423
V3063963	02/19/2016	$660.57	$0.00		1220
V3063964	02/19/2016	$2,308.36	$0.00		3661

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3063965	02/19/2016	$954.80	$0.00		2240
V3063966	02/19/2016	$729.76	$0.00		4327
V3063967	02/19/2016	$1,735.04	$0.00		3913
V3063968	02/19/2016	$978.08	$0.00		1123
V3063969	02/19/2016	$925.62	$0.00		1561
V3063970	02/19/2016	$394.32	$0.00		4224
V3063971	02/19/2016	$848.69	$0.00		4067
V3063972	02/19/2016	$1,456.94	$0.00		3829
V3063973	02/19/2016	$1,690.73	$0.00		4507
V3063974	02/19/2016	$1,502.50	$0.00		4187
V3063975	02/19/2016	$1,089.09	$0.00		3967
V3063976	02/19/2016	$1,859.71	$0.00		2270
V3063977	02/19/2016	$1,389.79	$0.00		3905
V3063978	02/19/2016	$2,494.60	$0.00		1826
V3063979	02/19/2016	$1,672.93	$0.00		3650
V3063980	02/19/2016	$1,249.75	$0.00		2100
V3063981	02/19/2016	$901.90	$0.00		4278
V3063982	02/19/2016	$1,106.46	$0.00		4251
V3063983	02/19/2016	$1,264.89	$0.00		4081
V3063984	02/19/2016	$914.31	$0.00		3951
V3063985	02/19/2016	$886.75	$0.00		4429
V3063986	02/19/2016	$1,184.38	$0.00		3642
V3063987	02/19/2016	$1,299.47	$0.00		4273
V3063988	02/19/2016	$1,227.16	$0.00		3645
V3063989	02/19/2016	$1,164.96	$0.00		4142
V3063990	02/19/2016	$1,602.56	$0.00		2152
V3063991	02/19/2016	$1,063.00	$0.00		1538
V3063992	02/19/2016	$1,240.09	$0.00		4450
V3063993	02/19/2016	$1,377.52	$0.00		3048
V3063994	02/19/2016	$1,237.31	$0.00		4172
V3063995	02/19/2016	$1,555.55	$0.00		4443
V3063996	02/19/2016	$579.82	$0.00		4188
V3063997	02/19/2016	$1,021.08	$0.00		4330
V3063998	02/19/2016	$3,630.77	$0.00		4006
V3063999	02/19/2016	$1,937.23	$0.00		2537
V3064000	02/19/2016	$1,204.75	$0.00		4117
V3064001	02/19/2016	$1,373.81	$0.00		3606
V3064002	02/19/2016	$1,884.00	$0.00		4466
V3064003	02/19/2016	$1,634.90	$0.00		4467
V3064004	02/19/2016	$1,647.60	$0.00		4231
V3064005	02/19/2016	$1,381.21	$0.00		3968
V3064006	02/19/2016	$2,144.91	$0.00		2009
V3064007	02/19/2016	$2,212.13	$0.00		4336
V3064008	02/19/2016	$1,601.46	$0.00		4464

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064009	02/19/2016	$1,234.38	$0.00		4409
V3064010	02/19/2016	$2,873.55	$0.00		4088
V3064011	02/19/2016	$170.31	$0.00		4173
V3064012	02/19/2016	$1,447.51	$0.00		4471
V3064013	02/19/2016	$1,330.42	$0.00		4220
V3064014	02/19/2016	$1,589.52	$0.00		2337
V3064015	02/19/2016	$1,275.67	$0.00		4337
V3064016	02/19/2016	$1,701.69	$0.00		4353
V3064017	02/19/2016	$1,264.55	$0.00		4477
V3064018	02/19/2016	$989.03	$0.00		3764
V3064019	02/19/2016	$1,666.48	$0.00		2831
V3064020	02/19/2016	$2,036.92	$0.00		4002
V3064021	02/19/2016	$1,663.74	$0.00		2872
V3064022	02/19/2016	$1,409.51	$0.00		4427
V3064023	02/19/2016	$1,333.20	$0.00		4126
V3064024	02/19/2016	$1,527.56	$0.00		4506
V3064025	02/19/2016	$1,760.11	$0.00		3644
V3064026	02/19/2016	$1,629.61	$0.00		2320
V3064027	02/19/2016	$628.90	$0.00		2040
V3064028	02/19/2016	$1,466.85	$0.00		1945
V3064029	02/19/2016	$1,439.84	$0.00		2915
V3064030	02/19/2016	$2,352.30	$0.00		4207
V3064031	02/19/2016	$1,405.92	$0.00		1054
V3064032	02/19/2016	$1,476.09	$0.00		3573
V3064033	02/19/2016	$1,680.90	$0.00		1180
V3064034	02/19/2016	$1,500.59	$0.00		2719
V3064035	02/19/2016	$1,237.06	$0.00		4475
V3064036	02/19/2016	$388.52	$0.00		3704
V3064037	02/19/2016	$1,233.54	$0.00		4255
V3064038	02/19/2016	$3,060.66	$0.00		3758
V3064039	02/19/2016	$397.35	$0.00		2650
V3064040	02/19/2016	$1,327.42	$0.00		4080
V3064041	02/19/2016	$1,862.96	$0.00		3695
V3064042	02/19/2016	$1,728.94	$0.00		2953
V3064043	02/19/2016	$548.45	$0.00		3907
V3064044	02/19/2016	$1,648.95	$0.00		2188
V3064045	02/19/2016	$1,130.28	$0.00		2393
V3064046	02/19/2016	$1,033.47	$0.00		4140
V3064047	02/19/2016	$1,465.07	$0.00		1476
V3064048	02/19/2016	$929.80	$0.00		4241
V3064049	02/19/2016	$728.28	$0.00		4347
V3064050	02/19/2016	$1,286.24	$0.00		4022
V3064051	02/19/2016	$942.30	$0.00		4416
V3064052	02/19/2016	$1,215.82	$0.00		2529

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064053	02/19/2016	$1,020.69	$0.00		2001
V3064054	02/19/2016	$1,434.83	$0.00		4315
V3064055	02/19/2016	$1,668.96	$0.00		1740
V3064056	02/19/2016	$1,220.29	$0.00		1597
V3064057	02/19/2016	$1,374.06	$0.00		3375
V3064058	02/19/2016	$1,963.54	$0.00		2088
V3064059	02/19/2016	$1,206.56	$0.00		4350
V3064060	02/19/2016	$1,526.13	$0.00		3252
V3064061	02/19/2016	$893.11	$0.00		4435
V3064062	02/19/2016	$1,393.09	$0.00		4095
V3064063	02/19/2016	$972.58	$0.00		4424
V3064064	02/19/2016	$985.06	$0.00		4144
V3064065	02/19/2016	$1,578.28	$0.00		1075
V3064066	02/19/2016	$1,808.59	$0.00		3279
V3064067	02/19/2016	$1,241.18	$0.00		4421
V3064068	02/19/2016	$600.62	$0.00		4371
V3064069	02/19/2016	$1,058.60	$0.00		4146
V3064070	02/19/2016	$916.48	$0.00		4488
V3064071	02/19/2016	$1,005.54	$0.00		4092
V3064072	02/19/2016	$1,085.87	$0.00		4200
V3064073	02/19/2016	$1,025.67	$0.00		4191
V3064074	02/19/2016	$994.65	$0.00		4387
V3064075	02/19/2016	$743.45	$0.00		4476
V3064076	02/19/2016	$1,063.57	$0.00		4163
V3064077	02/19/2016	$990.18	$0.00		1502
V3064078	02/19/2016	$1,404.12	$0.00		1208
V3064079	02/19/2016	$1,095.05	$0.00		4115
V3064080	02/19/2016	$1,271.54	$0.00		1696
V3064081	02/19/2016	$1,045.84	$0.00		3694
V3064082	02/19/2016	$1,365.07	$0.00		2201
V3064083	02/19/2016	$1,376.61	$0.00		3387
V3064084	02/19/2016	$918.95	$0.00		4158
V3064085	02/19/2016	$1,679.73	$0.00		1329
V3064086	02/19/2016	$1,778.12	$0.00		3092
V3064087	02/19/2016	$658.16	$0.00		1528
V3064088	02/19/2016	$908.86	$0.00		4157
V3064089	02/19/2016	$1,164.88	$0.00		3892
V3064090	02/19/2016	$1,502.25	$0.00		2208
V3064091	02/19/2016	$1,348.13	$0.00		4123
V3064092	02/19/2016	$1,765.19	$0.00		2963
V3064093	02/19/2016	$3,237.30	$0.00		4267
V3064094	02/19/2016	$1,342.71	$0.00		3970
V3064095	02/19/2016	$2,096.89	$0.00		4039
V3064096	02/19/2016	$1,101.07	$0.00		4263

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064097	02/19/2016	$1,595.99	$0.00		4482
V3064098	02/19/2016	$1,240.76	$0.00		4431
V3064099	02/19/2016	$2,346.55	$0.00		4386
V3064100	02/19/2016	$1,265.82	$0.00		4174
V3064101	02/19/2016	$906.60	$0.00		4134
V3064102	02/19/2016	$2,243.77	$0.00		4418
V3064103	02/19/2016	$1,643.20	$0.00		1291
V3064104	02/19/2016	$1,848.82	$0.00		3714
V3064105	02/19/2016	$1,993.56	$0.00		1212
V3064106	02/19/2016	$1,242.94	$0.00		3935
V3064107	02/19/2016	$1,082.08	$0.00		4289
V3064108	02/19/2016	$1,703.39	$0.00		3670
V3064109	02/19/2016	$1,079.26	$0.00		4204
V3064110	02/19/2016	$1,249.52	$0.00		4073
V3064111	02/19/2016	$1,439.01	$0.00		3550
V3064112	02/19/2016	$3,096.83	$0.00		4410
V3064113	02/19/2016	$1,698.03	$0.00		3743
V3064114	02/19/2016	$1,579.31	$0.00		2170
V3064115	02/19/2016	$1,790.35	$0.00		3910
V3064116	02/19/2016	$0.00	$0.00		3954
V3064117	02/19/2016	$2,633.07	$0.00		3769
V3064118	02/19/2016	$2,239.24	$0.00		3847
V3064119	02/19/2016	$3,182.11	$0.00		1241
V3064120	02/19/2016	$2,046.17	$0.00		2372
V3064121	02/19/2016	$4,860.22	$0.00		1586
V3064122	02/19/2016	$1,324.72	$0.00		4398
V3064123	02/19/2016	$3,399.11	$0.00		3875
V3064124	02/19/2016	$1,940.54	$0.00		4279
V3064125	02/19/2016	$3,029.16	$0.00		4199
V3064126	02/19/2016	$915.96	$0.00		3554
V3064127	02/19/2016	$1,156.94	$0.00		4027
V3064128	02/19/2016	$1,037.93	$0.00		4343
V3064129	02/19/2016	$335.06	$0.00		4338
V3064130	02/19/2016	$1,247.59	$0.00		2814
V3064131	02/19/2016	$1,183.05	$0.00		3953
V3064132	02/19/2016	$1,213.00	$0.00		3816
V3064133	02/19/2016	$1,207.00	$0.00		4505
V3064134	02/19/2016	$1,148.39	$0.00		1293
V3064135	02/19/2016	$885.37	$0.00		2392
V3064136	02/19/2016	$1,329.12	$0.00		4048
V3064137	02/19/2016	$1,047.80	$0.00		4454
V3064138	02/19/2016	$1,833.12	$0.00		1465
V3064139	02/19/2016	$943.14	$0.00		4256
V3064140	02/19/2016	$930.93	$0.00		3609

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064141	02/19/2016	$780.88	$0.00		4257
V3064142	02/19/2016	$975.73	$0.00		3823
V3064143	02/19/2016	$1,189.43	$0.00		4407
V3064144	02/19/2016	$1,439.66	$0.00		3911
V3064145	02/19/2016	$1,678.85	$0.00		2059
V3064146	02/19/2016	$1,182.56	$0.00		3004
V3064147	02/19/2016	$1,163.53	$0.00		4329
V3064148	02/19/2016	$1,613.50	$0.00		3957
V3064149	02/19/2016	$501.67	$0.00		4400
V3064150	02/19/2016	$485.75	$0.00		4147
V3064151	02/19/2016	$724.06	$0.00		3763
V3064152	02/19/2016	$926.03	$0.00		2297
V3064153	02/19/2016	$948.55	$0.00		2310
V3064154	02/19/2016	$1,567.97	$0.00		3851
V3064155	02/19/2016	$1,886.50	$0.00		2085
V3064156	02/19/2016	$850.06	$0.00		4351
V3064157	02/19/2016	$1,125.83	$0.00		1260
V3064158	02/19/2016	$271.35	$0.00		3845
V3064159	02/19/2016	$965.44	$0.00		4287
V3064160	02/19/2016	$1,990.12	$0.00		4404
V3064161	02/19/2016	$1,067.09	$0.00		1868
V3064162	02/19/2016	$1,695.08	$0.00		4234
V3064163	02/19/2016	$2,663.48	$0.00		4487
V3064164	02/19/2016	$1,789.20	$0.00		4285
V3064165	02/19/2016	$1,252.88	$0.00		4344
V3064166	02/19/2016	$1,821.56	$0.00		1045
V3064167	02/19/2016	$1,500.99	$0.00		4046
V3064168	02/19/2016	$1,267.25	$0.00		4379
V3064169	02/19/2016	$1,559.14	$0.00		4491
V3064170	02/19/2016	$1,858.08	$0.00		4030
V3064171	02/19/2016	$1,475.29	$0.00		3975
V3064172	02/19/2016	$1,561.91	$0.00		3628
V3064173	02/19/2016	$1,956.83	$0.00		3653
V3064174	02/19/2016	$1,823.06	$0.00		4000
V3064175	02/19/2016	$2,131.84	$0.00		4259
V3064176	02/19/2016	$1,681.60	$0.00		4104
V3064177	02/19/2016	$557.54	$0.00		4262
V3064178	02/19/2016	$1,690.70	$0.00		3934
V3064179	02/19/2016	$2,512.93	$0.00		4470
V3064180	02/19/2016	$1,238.27	$0.00		4304
V3064181	02/19/2016	$1,260.02	$0.00		4339
V3064182	02/19/2016	$1,325.25	$0.00		3938
V3064183	02/19/2016	$1,694.26	$0.00		3882
V3064184	02/19/2016	$1,753.43	$0.00		4328

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064185	02/19/2016	$1,658.42	$0.00		4017
V3064186	02/19/2016	$2,696.16	$0.00		3464
V3064187	02/19/2016	$2,081.16	$0.00		4318
V3064188	02/19/2016	$325.41	$0.00		4378
V3064189	02/19/2016	$1,149.96	$0.00		4448
V3064190	02/19/2016	$397.03	$0.00		4473
V3064191	02/19/2016	$1,963.57	$0.00		3773
V3064192	02/19/2016	$2,259.70	$0.00		3819
V3064193	02/19/2016	$1,709.76	$0.00		4399
V3064194	02/19/2016	$1,535.24	$0.00		1531
V3064195	02/19/2016	$2,097.22	$0.00		1279
V3064196	02/19/2016	$2,041.65	$0.00		4250
V3064197	02/19/2016	$1,185.05	$0.00		4452
V3064198	02/19/2016	$1,577.67	$0.00		4445
V3064199	02/19/2016	$2,889.20	$0.00		4446
V3064200	02/19/2016	$1,944.54	$0.00		3800
V3064201	02/19/2016	$1,912.91	$0.00		4468
V3064202	02/19/2016	$1,425.90	$0.00		4236
V3064203	02/19/2016	$1,770.88	$0.00		3304
V3064204	02/19/2016	$1,497.28	$0.00		4068
V3064205	02/19/2016	$2,124.45	$0.00		4056
V3064206	02/19/2016	$1,133.30	$0.00		4098
V3064207	02/19/2016	$1,418.84	$0.00		3574
V3064208	02/19/2016	$1,555.82	$0.00		1113
V3064209	02/19/2016	$1,882.06	$0.00		4051
V3064210	02/19/2016	$688.30	$0.00		2303
V3064211	02/19/2016	$1,256.30	$0.00		3636
V3064212	02/19/2016	$1,340.15	$0.00		3756
V3064213	02/19/2016	$2,486.28	$0.00		3962
V3064214	02/19/2016	$2,224.03	$0.00		1244
V3064215	02/19/2016	$1,563.79	$0.00		1962
V3064216	02/19/2016	$1,517.52	$0.00		3686
V3064217	02/19/2016	$768.19	$0.00		3952
V3064218	02/19/2016	$749.20	$0.00		3810
V3064219	02/19/2016	$464.46	$0.00		1110
V3064220	02/19/2016	$2,776.93	$0.00		1114
V3064221	02/19/2016	$1,460.57	$0.00		4229
V3064222	02/19/2016	$1,574.41	$0.00		4355
V3064223	02/19/2016	$1,637.22	$0.00		2254
V3064224	02/19/2016	$1,629.33	$0.00		4062
V3064225	02/19/2016	$2,914.50	$0.00		2828
V3064226	02/19/2016	$1,121.94	$0.00		4305
V3064227	02/19/2016	$2,135.67	$0.00		1462
V3064228	02/19/2016	$1,228.72	$0.00		4069

Check/Voucher Number	Check Date	Direct Deposit	Check Amount	Manual/ Voids	Employee Number
V3064229	02/19/2016	$1,065.60	$0.00		4249
V3064230	02/19/2016	$1,207.09	$0.00		4484
V3064231	02/19/2016	$1,157.22	$0.00		4217
V3064232	02/19/2016	$1,198.51	$0.00		4313
V3064233	02/19/2016	$1,146.33	$0.00		4486
V3064234	02/19/2016	$1,181.17	$0.00		4479
V3064235	02/19/2016	$2,046.68	$0.00		3450
V3064236	02/19/2016	$1,792.74	$0.00		1985
V3064237	02/19/2016	$1,073.26	$0.00		4493
V3064238	02/19/2016	$1,997.42	$0.00		2368
V3064239	02/19/2016	$2,449.21	$0.00		4375
V3064240	02/19/2016	$1,229.70	$0.00		4414
V3064241	02/19/2016	$1,239.41	$0.00		3535
V3064242	02/19/2016	$1,110.40	$0.00		3525
V3064243	02/19/2016	$966.76	$0.00		3719
V3064244	02/19/2016	$841.39	$0.00		4023
V3064245	02/19/2016	$2,615.26	$0.00		4096
V3064246	02/19/2016	$590.84	$0.00		1859
V3064247	02/19/2016	$559.54	$0.00		4388
V3064248	02/19/2016	$1,247.50	$0.00		4064

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: Finance Department

Bulk Item: Yes X No ___ Staff Contact /Phone #: Sharon Anaka (305) 292-3539
$3,227,357.72

AGENDA ITEM WORDING: Approval of Tourist Development Council expenses for the month of February 2016

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION: The Board approves these expenditures each month.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A INDIRECT COST: _____ BUDGETED: Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH____ Year ____**

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ AGENDA ITEM #_____

Revised 6/15

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF FEBRUARY 2016

VENDOR	CH #	DESCRIPTION	AMOUNT
ADVERTISING			
TINSLEY ADVERTISING	10006733	CULTURAL UMBRELLA	$724.00
TINSLEY ADVERTISING	10006971	CULTURAL UMBRELLA	$71,538.78
TINSLEY ADVERTISING	10006733	DAC 1 ADVERTISING	$430,304.86
TINSLEY ADVERTISING	10006971	DAC 1 ADVERTISING	$333,222.63
TINSLEY ADVERTISING	10006733	DAC 2 ADVERTISING	$1,691.00
TINSLEY ADVERTISING	10006971	DAC 2 ADVERTISING	$86,001.19
TINSLEY ADVERTISING	10006733	DAC 3 ADVERTISING	$1,128.00
TINSLEY ADVERTISING	10006971	DAC 3 ADVERTISING	$115,978.77
TINSLEY ADVERTISING	10006733	DAC 4 ADVERTISING	$3,051.15
TINSLEY ADVERTISING	10006971	DAC 4 ADVERTISING	$93,714.96
TINSLEY ADVERTISING	10006733	DAC 5 ADVERTISING	$1,124.00
TINSLEY ADVERTISING	10006971	DAC 5 ADVERTISING	$127,352.81
TINSLEY ADVERTISING	10006733	DIVE UMBRELLA	$4,720.75
TINSLEY ADVERTISING	10006971	DIVE UMBRELLA	$75,007.81
TINSLEY ADVERTISING	10006733	FISHING UMBRELLA	$116.30
TINSLEY ADVERTISING	10006733	GENERAL ADVERTISING	$539,932.36
TINSLEY ADVERTISING	10006971	GENERAL ADVERTISING	$415,421.93
			$2,301,031.30
BRICKS & MORTAR PROJECTS			
CITY OF KEY WEST	10006819	LT HSE STRM WTR FY16	$1,775.70
CITY OF MARATHON	10007049	OCT-DEC15 SOMBRERO COCO PLUM	$25,244.32
CULVERS CLEANING	10006825	VET PARK JAN 16	$1,483.53
DL PORTER CONSTRUCTION	10007218	KW LIGHTHOUSE REPAIRS	$77,847.08
EE&G ENVIRONMENTAL	10007296	HIGGS BEACH JAN16	$11,332.90
ISLAMORADA VILLAGE	10007107	OCT-DEC15 BEACH CLEANING	$10,257.39
MONROE ASSOC RETARDED	10006408	HHP DEC15	$1,500.00
MONROE ASSOC RETARDED	10007140	HHP JAN16	$1,500.00
SHADE TREE - TREE SERVICE	10006944	HIGGS BCH PIGEON PLUM	$175.00
SHERWIN WILLIAMS	10007412	SUPPLIES	$113.44
STRUNK ACE HARDWARE	10007420	SUPPLIES	$14.78
THE HOME DEPOT	10006964	SUPPLIES	$118.88
THE HOME DEPOT	10007429	SUPPLIES	$147.40
			$131,510.42
EVENTS			
CONCH COLOR LLC	10007059	MEL FISHER MARITIME MUS 16	$250.00
CURRY AND SONS INC	10006826	KW FISHING TOURNAMENT 16	$1,600.50
KEY WEST BUSINESS GUILD	10007114	MEL FISHER MARITIME MUS 16	$500.00
KEY WEST BUSINESS GUILD	10007346	WOMENFEST KEY WEST 16	$1,500.00
KEY WEST FISHING TOURNAMENT	10006888	KW FISHING TRNMENT 16	$3,525.00
KEY WEST FISHING TOURNAMENT	10007349	KW FISHING TRNMENT 16	$8,329.00
KEY WEST HALF MARATHON	10007117	KW HALF MARATHON 16	$25,000.00
KEY WEST HALF MARATHON	10007350	KW HALF MARATHON 16	$10,000.00
KEY WEST PLAYERS INC	10006380	WATERFRONT PLAYHOUSE 16	$16,501.07
KEYS HOTEL OPERATORS	10006384	HEROES SALUTE WKND 15	$22,907.29
LOCAL ENTERPRISES	10006902	KW FISHING TRNMENT 16	$4,205.00
LOWER KEYS CHAMBER OF COMMERCE	10006659	NAUTICAL FLEA MARKET 16	$200.00
LOWER KEYS CHAMBER OF COMMERCE	10007367	NAUTICAL FLEA MARKET 16	$150.00
MARATHON INTERNATIONAL	10006662	MARATHON INT'L BONEFISH TRN 15	$982.50
MILES MEDIA GROUP	10007138	MEL FISHER MARITIME MUS 16	$5,940.00
MONROE COUNCIL OF THE ARTS	10007378	MEL FISHER MARITIME MUS 16	$600.00
MOSS ENTERPRISES	10007381	KEY WEST PRIDE 16	$150.00
MURRAY MARINE INC	10006915	SI MARINA KINGMACK TRN 16	$11,742.75
MURRAY MARINE INC	10007142	SI MARINA KINGMACK TRN 16	$4,137.00
OLD ISLAND RESTORATION	10006684	KW HOUSE TORUS 16	$6,288.00

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF FEBRUARY 2016

PIBLISHERS IN PARADISE	10007158	MEL FISHER MARITIME MUS 16	$840.00
PUT YOUR NAME ON ANYTHING	10006929	KW FISHING TRNMENT 16	$4,480.00
ST COLUMBIA EPISCOPAL	10006710	FL KEYS CELTIC FEST 16	$500.00
THE MIAMI HERALD MEDIA	10007195	MEL FISHER MARITIME MUS 16	$123.00
THE MIAMI HERALD MEDIA	10007430	HOT PINK HOLIDAYS 15	$250.00
TINSLEY	10006733	KW HOLIDAY FEST 15	$242.00
TRISHA ASHCRAFT	10007436	KEY WEST PRIDE 16	$1,000.00
			$131,943.11

OFFICE SUPPLIES & OPER COSTS

BARRACK PENSIONS	10006561	ANNUAL SERVICE 2015	$1,510.00
C B SCHMITT REAL ESTATE	10006570	JAN 2016 OFFICE RENT	$8,705.60
C B SCHMITT REAL ESTATE	10007049	2015 REALTY TAX REIMBURSE	$6,686.53
COOKE COMMUNICATIONS	10007061	TDC MTG JAN 2016	$59.60
DAVIS SALES & EXTINGUISHERS	10007067	3 EXTINGUISHER SERVICE	$73.00
DESTI METRICS LLC	10007069	OCCUPANCY RATE FEB16	$501.00
DIVE INDUSTRY ASSOC	10007074	MEMBER 5/12/16-5/11/17	$100.00
DIVERSIFIED SERVICE	10007075	JANITORIAL SVCS JAN 16	$450.00
FEDERAL EXPRESS	10006334	SHIPPING	$31.01
FEDERAL EXPRESS	10006843	SHIPPING	$4,001.47
FEDERAL EXPRESS	10007305	SHIPPING	$225.09
KEY WEST BUSINESS GUILD	10007346	JANUARY 2016 VIS	$4,166.00
LYNDA STUART	10006399	OFFICE SUPPLIES	$99.14
OFFICE DEPOT	10006421	SUPPLIES	$213.06
OFFICE DEPOT	10006920	SUPPLIES	$654.29
PITNEY BOWES INC	10006691	RED INK CARTRIDGE	$51.99
ULINE INC	10007440	STRAPPING TAPE 24 ROLLS	$182.83
US POSTMASTER	10007204	P.O. BOX 866 3/1/16-2/28/17	$102.00
VISIT USA COMMITTEE	10007209	MEMBER 4/1/16-3/31/17	$2,016.00
XEROX CORPORATION	10006983	COPYING	$446.78
			$30,275.39

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD	W020316A	MARKET RESEARCH	$6,551.50
3406 NORTH ROOSEVELT BLVD	W022416A	MARKET RESEARCH	$6,538.88
3406 NORTH ROOSEVELT BLVD	W020316A	FILM LIASON	$7,142.00
3406 NORTH ROOSEVELT BLVD	W022416A	FILM LIASON	$7,128.23
3406 NORTH ROOSEVELT BLVD	W020316A	PROMO STAFFING	$39,401.63
3406 NORTH ROOSEVELT BLVD	W022416A	PROMO STAFFING	$40,219.79
3406 NORTH ROOSEVELT BLVD	W020316A	ADMIN SVC	$53,643.79
3406 NORTH ROOSEVELT BLVD	W022416A	ADMIN SVC	$77,842.69
			$238,468.51

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	10006958	PR EXP TRVL/ENTR	$1,696.05
STUART NEWMAN ASSOCIATES	10007421	PR EXP TRVL/ENTR	$24,476.40
STUART NEWMAN ASSOCIATES	10006471	PR GEN PROMO	$18,577.96
STUART NEWMAN ASSOCIATES	10006958	PR GEN PROMO	$13,888.70
STUART NEWMAN ASSOCIATES	10006471	PR PROF SERV	$51,187.50
STUART NEWMAN ASSOCIATES	10006958	PR PROF SERV	$29,416.00
STUART NEWMAN ASSOCIATES	10006471	PR STRINGER FEES JAN16	$6,531.00
			$145,773.61

SALES & MARKETING

AQUA FOUNDATION	10007240	AQUA GIRL 2016	$2,500.00
AXIS TRAVEL MARKETING	W021816A	UK, GERMAN FEES JAN	$7,166.66
AXIS TRAVEL MARKETING	W021816A	VARIOUS TRAVEL EXPENSES	$10,730.56
B-FOR INTERNATIONAL	10007038	TOP RESA 9/20-23/16	$5,032.00
COLLINSON & COMPANY	10007272	BOOTH EXPNS TEXAS 08/2016	$3,950.00
COOKE COMMUNICATIONS	10006581	PDF DOWNLOADS JAN 16	$2,916.00

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF FEBRUARY 2016

COOKE COMMUNICATIONS	10006581	GALLEON RSRT WC JAN 16	$1,233.33
COOKE COMMUNICATIONS	10006581	KEY DEER B&B BAHIA HONDA WC JAN16	$1,733.33
COOKE COMMUNICATIONS	10006581	SOMBRERO BEACH WC JAN 16	$1,233.33
COOKE COMMUNICATIONS	10006581	POSTCARD INN WHALE HARB WC JAN16	$1,733.33
COOKE COMMUNICATIONS	10006581	ISLND DLPH JWFSH MAR RFT WC JAN16	$2,000.00
COOKE COMMUNICATIONS	10006823	ONLINE SERVICES	$2,565.00
COOKE COMMUNICATIONS	10007060	ONLINE SERVICES	$2,202.30
DAVID L SLOAN	10007066	CUSTOM LABEL KEY LIME JUICE	$144.00
FAIRCOUNT LLC	10006602	SUNDANCE RADAR 2016	$6,500.00
FLIM FLORIDA INC	10007306	GOLD SXSW 2016 REGISTRATION	$2,150.00
GAYDAYS INC	10007097	GAY DAYS ORLANDO 2016	$1,350.00
GLOBAL EXHIBITIONS	10006616	ITB 03 2016	$30,714.00
KEYBOARD ADVERTISING	10006889	FLEECE BLACK JACKET	$85.76
KEYBOARD ADVERTISING	10007118	BEADS/RED SHOE / FLEECE VEST	$1,030.02
LONDON TOURISM PUBLISHING	10006397	TRAVEL SMART NEWS TRAVEL IND	$1,685.00
NORTH STAR TRAVEL	10007385	IPEC TEXAS 3/20/2016	$1,500.00
SKYVISION TECHNOLOGIES	10006950	TV EQUIP RENT BTS	$593.00
SMG EXPOSITION SERVICES	10007180	SECAUCUS NJ 4/1-3/16	$4,685.25
SMITH TRAVEL RESEARCH	10006463	DEST REPORTS AUG - NOV 15	$7,083.32
THE LOCATION GUIDE	10006478	FOCUS MAG LOCATION GUIDE	$7,233.25
VISIT FLORIDA	10006497	ITB 2016 3/9-10/16	$4,000.00
VISIT FLORIDA	10007208	WTM LATIN AMER 3/29-31/16	$5,500.00
			$119,249.44

TELEPHONE & UTILITIES

AMEUROP PHONE ASSIST	10006777	PHONE ASSIST JAN16	$1,500.00
AT&T	10006783	30529419364040441	$203.17
AT&T	10006272	305296615522390442	$781.75
AT&T	10007245	305296615522390442	$573.07
AT&T	10006784	30529429010020441	$1,201.60
AT&T	10006787	305W5041320010442	$515.60
FLORIDA KEYS AQUEDUCT AUTH	10006850	1820042846 12/11-1/12/16	$48.95
FLORIDA KEYS AQUEDUCT AUTH	10006850	1820037040 12/11-1/12/16	$52.73
FLORIDA KEYS AQUEDUCT AUTH	10006343	LIGHTHOUSE JAN16	$1,094.36
FLORIDA KEYS AQUEDUCT AUTH	10007310	LIGHTHOUSE FEB16	$584.54
FLORIDA KEYS AQUEDUCT AUTH	10006850	LITTLE DUCK KEY JAN16	$148.82
FLORIDA KEYS AQUEDUCT AUTH	10006607	HIGGS BEACH RSTRM JAN16	$4,676.70
FLORIDA KEYS AQUEDUCT AUTH	10006607	HH PK OCEAN JAN16	$665.46
FLORIDA KEYS ELECTRIC	10006345	HH PARK JAN16	$972.61
FLORIDA KEYS ELECTRIC	10007311	HH PARK FEB16	$1,137.54
KEYS ENERGY SERVICES	10006383	1201 WHITE ST 102 103 104	$302.67
KEYS ENERGY SERVICES	10007354	1201 WHITE ST 102 103 104	$261.83
KEYS ENERGY SERVICES	10007354	R LTHSE FEB16	$245.54
KEYS ENERGY SERVICES	10006644	VET PARK JAN 16	$40.10
KEYS ENERGY SERVICES	10007119	HIGGS BEACH FEB16	$156.86
KEYS ENERGY SERVICES	10007119	W MART FEB16	$331.39
KEYS SANITARY SERVICES	10006893	HH PARK FEB16	$1,146.36
LYNDA STUART	10006399	CENTLINK 12/18-1/17/16	$40.78
SABINE M PONS-CHILTON	10006452	UVERSE 12/19-1/18/16	$140.00
SABINE M PONS-CHILTON	10007171	UVERSE 1/19-2/18/16	$140.00
WASTE MANAGEMENT	10006744	HIGGS BEACH FEB16	$2,379.70
WASTE MANAGEMENT	10006744	LITTLE DUCK KEY FEB16	$409.52
YVES VRIELYNCK	10007449	UVERSE 1/22-2/21/16	$75.00
			$19,826.65

TRAVEL

A JACK MEIER	10006542	BOSTON 2/17-22/16	$1,693.50
A JACK MEIER	10006769	CHICAGO, LONG BCH, LAS VEGAS	$2,932.53
AMMIE MACHAN	10007019	TDC MTG 2/2/16	$120.56
HANNS EBENSTEN TRAVEL	10006356	SAN DIEGO TALLAHASEE	$3,486.60

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHEQUES DISTRIBUTED FOR THE MONTH OF FEBRUARY 2016

HANNS EBENSTEN TRAVEL	10006869	CHICAGO 1/21-25/2016	$787.40
HANNS EBENSTEN TRAVEL	10006869	ORLANDO 1/23-30/16	$665.20
HANNS EBENSTEN TRAVEL	10007105	PYNE DALLAS 1/28-2/2/16	$535.20
HAROLD WHEELER	10006357	FL TOURISM 1/18-21/16	$883.39
LIANA PYNE	1006392	SAN DIEGO 1/14-18/16	$272.16
LIANA PYNE	10006651	BOSTON GLOBE 2/17-22/16	$1,808.50
LIANA PYNE	10006898	LA SAN FRAN 2/25-3/7/16	$4,869.50
LIANA PYNE	10007123	DALLAS TOLLS 2/10/16	$28.70
LIANA PYNE	10007123	DALLAS 1/28-2/1/16	$586.44
MAXINE PACINI	10007133	TDC MTG 2/2/16	$120.56
SABINE PONS-CHILTON	10006938	NORWAY 1/12-20/2016	$883.49
SABINE PONS-CHILTON	10007171	TORONTO PREP	$120.56
SABINE PONS-CHILTON	10007171	TAMPA DALLAS 1/25-2/2/16	$4,384.95
STACEY MITCHELL	10006467	SAN DIEGO 1/13-18/16	$341.53
STACEY MITCHELL	10006953	TAMPA, WASHINGTON DC	$1,996.91
STACEY MITCHELL	10007182	AXIS MTG ITB 3/6-13/16	$2,904.00
STEVE K SMITH	10006955	TOLLS 12/11/15	$8.48
STEVE K SMITH	10007183	KWBG LUNCH/REIMBURSE DEPOSIT	$127.00
VERONICA HARRIS	10007207	TDC MTG 12/15/15	$120.56
YVES VRIELYNCK	10006504	DIVE MTG 1/14/16	$69.68
YVES VRIELYNCK	10006504	TOLLS 12/14/15	$15.89
YVES VRIELYNCK	10007214	COLORADO TOLLS 9/15	$40.60
YVES VRIELYNCK	10007214	TOLLS CHICAGO 1/21/16	$6.59
YVES VRIELYNCK	10006984	CHICAGO 1/21-25/2016	$1,258.34
YVES VRIELYNCK	10007214	SHOW PREP BERLIN 2/3/16	$107.06
YVES VRIELYNCK	10007214	ITB BERLIN 3/6-11/16	$2,760.05
			$33,935.93

VISITOR INFORMATION SERVICES

GREATER KEY WEST CHAMBER	10007103	VIS JAN 16	$27,813.36
GREATER MARATHON CHAMBER	10007104	VIS JAN 16	$14,000.00
ISLAMORADA CHAMBER	10006366	VIS DEC15	$13,125.00
KEY LARGO CHAMBER	10007113	VIS JAN 16	$12,425.00
LOWER KEYS CHAMBER	10007128	VIS JAN 16	$7,980.00
			$75,343.36

$3,227,357.72

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Finance Department

Bulk Item: Yes _X_ No ___ Staff Contact /Phone #: William Chase (305)292-3573

AGENDA ITEM WORDING:

For Information Only – FKAA invoices for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project. The invoices under $50,000 are being provided for information only.

ITEM BACKGROUND:

To substantiate proper expenditures of County funds advanced to the FKAA pursuant to the terms of the Interlocal Agreement for the Cudjoe Regional Wastewater System, as amended, all related invoices and supporting documentation shall be submitted by the FKAA to the County Engineering Department for review and approval, and thereupon to the Clerk's Finance Department. As per County Ordinance and the County's own purchasing policies and procedures, the BOCC Shall retain final approval for all invoices/contracts. These invoices (as per attached) are total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The total expenditures for the period for February are a total of $56,230.23.

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

TOTAL COST: $56,230.23 INDIRECT COST: _____ BUDGETED: Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included _X_ Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES #1
CUDJOE REGIONAL WW PROJECT
UNDER $50,000.
MARCH 2016 MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
607C	DECEMBER	KEYS ENERGY	$669.69	$669.69	2/5/2016
619C	NOVEMBER	BOA CARDS	$717.92	$717.92	2/5/2016
620C	DECEMBER	FKAA FUEL	$1,237.97	$1,237.97	2/5/2016
621C	DECEMBER	FKAA WATER BILL	$85.04	$85.04	2/5/2004
622C	JANUARY	KEYS ENERGY	$1,950.00	$1,950.00	2/5/2016
624C	NOVEMBER	MATHEWS	$27,025.54	$27,025.54	2/5/2016
629C	DECEMBER	TOPPINO	$23,810.10	$23,810.10	2/5/2016
631C	JANUARY	KEYS ENERGY	$733.97	$733.97	2/5/2016
			$56,230.23	$56,230.23	

Submitted by: COUNTY STAFF

Reviewed by: WILLIAM CHASE

Approved by: PAM RADLOFF

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016_____ Department: Finance Department

Bulk Item: Yes _X__ No ___ Staff Contact /Phone #: William Chase (305)292-3573

AGENDA ITEM WORDING:

Approval of FKAA invoices $50,000 or over for the fiscal year (to include salaries), relating to the Cudjoe Regional Wastewater System Project.

ITEM BACKGROUND:

To substantiate proper expenditures of County funds advanced to the FKAA pursuant to the terms of the Interlocal Agreement for the Cudjoe Regional Wastewater System, as amended, all related invoices and supporting documentation shall be submitted by the FKAA to the County Engineering Department for review and approval, and thereupon to the Clerk's Finance Department. As per County Ordinance and the County's own purchasing policies and procedures, the BOCC Shall retain final approval for all invoices/contracts. These invoices (as per attached) are total of all amounts submitted by the FKAA for the Cudjoe Regional Wastewater System. The total expenditures for the period for February are a total of $3,555,858.94.

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

TOTAL COST: $3,555,858.94 INDIRECT COST: _____BUDGETED: Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included __X___ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

BOARD OF COUNTY COMMISSIONERS

MONROE COUNTY INTERLOCAL AGREEMENT
FKAA INVOICES
CUDJOE REGIONAL WW PROJECT
OVER 50,000.
MARCH 2016 MEETING

INVOICE NO	INVOICE DATE	FKAA VENDOR	AMOUNT REQUESTED	ALLOWABLE	DATE APPROVED
SALARIES	NOVEMBER	FKAA	$80,814.72	$80,814.72	2/2/2016
627C	DECEMBER	LAYNE HEAVY	$2,830,844.09	$2,830,844.09	2/2/2016
628C	DECEMBER	WHARTON SMITH	$389,026.06	$389,026.06	2/2/2016
630C	DECEMBER	GIANETTI	$255,174.07	$255,174.07	2/2/2016
			$3,555,858.94	$3,555,858.94	

Submitted by: COUNTY STAFF

Reviewed by: WILLIAM CHASE

Approved by: PAM RADLOFF

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: Finance

Bulk Item: Yes X No Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Fixed Asset Reconciliation for FY 16

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

Asset ID	Description	Category	Status	Date Acquired	Function	Activity	Custodian	Cost Center	Location	Cost
8581	2016 CLAMTRUCK W/TL3	509	ACTIVE	10/09/15	5300	5140	13	40000	MK-LK1	$123,822.00
8583	RESCUE SAW W/BLADE	507	ACTIVE	10/09/15	5200	5220	76	11500	MK-M04	$1,480.50
8585	GE REFRIGERATOR	506	ACTIVE	10/20/15	5200	5220	76	11500	LK-SF1	$1,438.20
8586	FREIGHTLINER CREWCAB	501	ACTIVE	10/14/15	5100	5190	56	24000	LK-W29	$95,780.00
8588	GATO NURSING BULL PE	503	ACTIVE	11/15/15	5200	5210	29	99999	LK-G02	$11,669.02
8589	WATCHGUARD M300 FIRE	504	ACTIVE	11/13/15	6000	6010	06	82507	LK-W01	$2,899.00
8590	LENOVO T550 LAPTOP	504	ACTIVE	11/24/15	5500	5520	30	76007	LK-W34	$1,060.31
8591	LENOVO THINKPAD	504	ACTIVE	11/05/15	5100	5110	37	05003	MK-M17	$2,022.99
8592	SMART UPS 3000	504	ACTIVE	11/03/15	5100	5110	37	05003	LK-S02	$1,366.69
8593	F-150 FORD PICKUP	501	ACTIVE	12/04/15	5300	5340	12	40000	LK-CJ1	$18,588.00
8594	KUBOTA 0 TURN MOWER	501	ACTIVE	12/01/15	5700	5720	56	20503	LK-W29	$6,550.00
8595	KUBOTA 0 TURN MOWER	501	ACTIVE	12/01/15	5700	5720	56	20503	LK-W29	$6,550.00
8596	2015 1/2 TON PICKUP	501	ACTIVE	12/11/15	5300	5340	12	40000	MK-LK1	$18,588.00
8597	LENOVO THINKPAD T450	504	ACTIVE	12/10/15	5400	5410	12	40000	MK-M20	$1,819.93
8598	LENOVO THINKPAD T450	504	ACTIVE	12/10/15	5400	5410	12	40000	MK-M20	$1,819.93
8599	LENOVO THINKPAD	504	ACTIVE	12/01/15	5400	5410	62	22500	UK-P01	$1,469.00
8600	LENOVO THINKPAD	504	ACTIVE	12/01/15	5400	5410	62	22500	UK-P01	$1,469.00
8601	STRYKER STAIR CHAIR	507	ACTIVE	12/04/15	5200	5220	76	11500	LK-BC1	$2,695.00
8602	2015 FORD F-150 PICK	501	ACTIVE	12/22/15	5300	5340	12	40000	UK-K03	$18,588.00
8603	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8604	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8605	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8606	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8607	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8608	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8609	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8610	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8611	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8612	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8613	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8614	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8615	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8616	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8617	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8618	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8619	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8620	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8621	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8622	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8623	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54

Asset ID	Description	Category	Status	Date Acquired	Function	Activity	Custodian	Cost Center	Location	Cost
8624	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8625	MOTOROLA APX RADIO	505	ACTIVE	12/17/15	5200	5250	76	13544	MK-M04	$4,213.54
8626	SURFACE PRO 4	504	ACTIVE	01/05/16	5100	5140	03	67501	LK-W03	$1,040.00
8627	SURFACE PRO 4	504	ACTIVE	01/05/16	5100	5140	03	67501	LK-W03	$1,542.00
8628	SURFACE PRO 4 CORE	504	ACTIVE	12/14/15	5100	5150	13	50500	MK-M20	$1,280.00
8629	SERVER CABINET W/CAS	504	ACTIVE	01/07/16	5100	5110	37	05003	MK-M17	$1,837.00
8630	POWER STATION TFT MO	504	ACTIVE	01/05/16	5400	5420	26	63001	LK-W18	$5,829.37
8631	SURFACE BOOK CORE	504	ACTIVE	01/06/16	5200	5250	16	13505	MK-M04	$2,020.00
8632	SURFACE BOOK CORE	504	ACTIVE	01/06/16	5200	5250	16	13505	MK-M04	$2,020.00
8633	FREIGHTLINER W/SWEEP	509	ACTIVE	12/30/15	5400	5410	62	22500	LK-W22	$298,149.00
8634	PIERCE PUMPER FIRE T	507	ACTIVE	01/06/16	5200	5220	76	26000	LK-S08	$424,902.00
8635	PIERCE PUMPER FIRE T	507	ACTIVE	01/06/16	5200	5220	76	26000	MK-C02	$424,902.00
8636	CABINET W/CASTERS	503	ACTIVE	12/15/15	5700	5710	66	62019	UK-K01	$1,837.00
8637	2015 F150 FORD PICK	501	ACTIVE	01/25/16	5600	5620	20	21000	MK-M13	$18,588.00
8638	SURFACE PRO 4	504	ACTIVE	01/15/16	5200	5260	16	13505	MK-M04	$1,542.00
8639	SURFACE PRO 4	504	ACTIVE	01/15/16	5200	5260	16	13505	MK-M04	$1,542.00
8642	LOOK BOX TRAILER	501	ACTIVE	01/29/16	5700	5720	56	20503	UK-P05	$4,799.00
8643	2016 BRUSH CHIPPER	509	ACTIVE	01/27/16	5400	5410	28	22502	UK-K05	$53,350.00
8644	DELL XPS-17 LAPTOP	504	ACTIVE2/	02/05/16	5100	5110	10	05000	LK-G01	$1,751.00
8646	TOWABLE DIESEL 4" TR	509	ACTIVE	01/19/16	5400	5420	26	63001	LK-W18	$7,999.99
8647	VERMEER #61 BRUSH CH	509	ACTIVE	02/10/16	5400	5410	62	22500	LK-W22	$53,350.00
8648	HP POE INJECTOR & TR	504	ACTIVE	01/29/16	5100	5110	37	05003	LK-W12	$1,909.16
8649	HP POE INJECTOR & TR	504	ACTIVE	01/29/16	5100	5110	37	05003	LK-W12	$1,909.16
8650	HP POE INJECTOR & TR	504	ACTIVE	01/29/16	5100	5110	37	05003	LK-W12	$1,909.16
8651	24 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$1,461.29
8652	24 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$1,461.29
8653	48 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$2,385.21
8654	48 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$2,385.21
8655	48 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$2,385.21
8656	48 PORT 5500 HP SWIT	504	ACTIVE	01/14/16	5100	5110	37	05003	LK-W12	$2,385.21
8657	2016 FORD EXPLORER	501	ACTIVE	02/23/16	5200	5210	29	99999	LK-G02	$27,497.00
							71			**$1,770,555.25**

Fund	Fund/Costctr	Account	Date	PO	Check	Cost	Description
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-01	10003815	$53,620.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-02	10003815	$11,900.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-03	10003815	$19,900.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-04	10003815	$1,090.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-05	10003815	$2,990.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-06	10003815	$90.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-07	10003815	$290.00	TAG#8565
304 - 1 CENT INFRA SURTAX	304-24000 - GEN GOVT CAP PROJECTS	560641	11/10/15	00052056-08	10003815	$5,900.00	TAG#8565
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-01	10003815	$39,948.00	TAG#8581
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-02	10003815	$27,890.00	TAG#8581
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	11/10/15	00051641-03	10003815	$55,984.00	TAG#8581
141 - IMPACT FEES SOLID WASTE	141-11500 - FIRE & RESCUE CENTRAL	560640	10/28/15		10003421	$1,480.50	#8583
141 - IMPACT FEES SOLID WASTE	141-11500 - FIRE & RESCUE CENTRAL	560640	11/04/15		10003636	$1,438.20	#8585 FRIDGE STA#10
158 - MISC SPECIAL REVENUE	158-82507 - J CT TECH FS28.24(12)(E)	560640	11/24/15		10004138	$2,899.00	TAG#8589
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-01	10004402	$1,424.00	#8591 /12334910
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-02	10004402	$105.00	#8591 /12334910
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-03	10004402	$14.00	#8591 /12334910
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-04	10004402	$175.00	#8591 /12334910
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054075-05	10004402	$304.99	#8591 /12334910
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	12/02/15	00054076-01	10004347	$1,366.69	#8592 /7276830
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-01	10004907	$17,995.00	TAG#8593
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-02	10004907	$250.00	TAG#8593
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-03	10004907	$299.00	TAG#8593
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051908-04	10004907	$44.00	TAG#8593
147 - UNINC SVC DIST PARKS&REC	147-20503 - UNINC PARKS & BEACHES	560641	12/09/15	00054287-01	10004659	$13,100.00	TAG#8595/8594
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-01	10004907	$17,995.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-02	10004907	$250.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-03	10004907	$299.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	12/16/15	00051907-04	10004907	$44.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	01/06/16	00051909-01	10005589	$17,995.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	01/06/16	00051909-02	10005589	$250.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	01/06/16	00051909-03	10005589	$299.00	TAG#8596
414 - MSD SOLID WASTE	414-40000 - SOLID WASTE OPS	560641	01/06/16	00051909-04	10005589	$44.00	TAG#8596
304 - CUDJOE-SUGARLOAF MSTU	304-22004 - COUNTY ENGINEER	560640	01/06/16		10005609	$1,819.93	8597 THINKPAD
304 - CUDJOE-SUGARLOAF MSTU	304-22004 - COUNTY ENGINEER	560640	01/06/16		10005609	$1,819.93	8598 THINKPAD
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560640	12/22/15	00054178-01	10005177	$1,469.00	8599 THINKPAD
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560640	12/22/15	00054178-02	10005177	$1,469.00	8600 THINKPAD
141 - IMPACT FEES SOLID WASTE	141-11500 - FIRE & RESCUE CENTRAL	560640	12/22/15	00054274-01	10005262	$2,695.00	1121806 #8601
001 - GENERAL FUND	001-COUNTY ATTORNEY GENERAL	560640	01/27/16	00054537-01	10006354	$1,040.00	8626 POWERLITE
148 - PLAN, BUILD, ZONING	148-50500 - PLANNING DEPARTMENT	560640	01/13/16	00054522-01	10005853	$1,280.00	12334910 #8626
001 - GENERAL FUND	001-COUNTY ATTORNEY GENERAL	560640	01/27/16	00054537-01	10006354	$1,542.00	8627 SURF PRO
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	01/13/16	00054553-01	10005759	$1,837.00	328519 #8629
404 - KEY WEST INTL AIRPORT	404-63001 - KEY WEST AIRPORT O & M	560640	01/13/16	00054472-01	10005982	$5,829.37	8630 POWERST MONITOR
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-01	10005938	$169,489.00	TAG#8633
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052102-01	10005961	$60,982.00	TAG#8633
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052102-02	10005961	$37,887.00	TAG#8633

Fund	Fund/Costctr	Account	Date	PO	Check	Cost	Description
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-02	10005938	$6,012.00	215555-1 - VAR, FLOW WATE
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-03	10005938	$2,325.00	180549-S - 72" BEHIND CAB
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-04	10005938	$775.00	000364-1 - SIDE MOUNT TUB
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-05	10005938	$2,300.00	130635 - B-10 INT. TANK F
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-06	10005938	$188.00	176100 - 10' LEADER HOSE
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-07	10005938	$2,325.00	110452-1 - 6 WAY BOOM JOY
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-08	10005938	$1,163.00	NPN - ARROWSTICK ON REAR
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-09	10005938	$733.00	000403 - STROBE LIGHT REA
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-10	10005938	$470.00	284071 - 8" FLUIDIZER INT
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-11	10005938	$215.00	176150 - 25' FILL HOSE
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-12	10005938	$3,885.00	NPN - REMOTE LUBE MANIFOL
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560641	01/13/16	00052101-13	10005938	$9,400.00	GALV - STEEL PRODUCT ENHA
304 - 1 CENT INFRA SURTAX	304-26000 - PUBLIC SAFETY CAP PROJ	560641	02/02/16	00052145-01	10006531	$849,804.00	#8634 & #8635 PUMPERS
001 - GENERAL FUND	001-21000 - ANIMAL SHELTERS	560641	01/27/16	00051910-01	10006324	$17,995.00	TAG#8637
001 - GENERAL FUND	001-21000 - ANIMAL SHELTERS	560641	01/27/16	00051910-02	10006324	$250.00	TAG#8637
001 - GENERAL FUND	001-21000 - ANIMAL SHELTERS	560641	01/27/16	00051910-03	10006324	$299.00	TAG#8637
001 - GENERAL FUND	001-21000 - ANIMAL SHELTERS	560641	01/27/16	00051910-04	10006324	$44.00	TAG#8637
147 - UNINC SVC DIST PARKS&REC	147-20503 - UNINC PARKS & BEACHES	560641	02/03/16	00054407-01	10006569	$4,799.00	TAG#8642
401 - CUDJOE REGIONAL WW PROJ	401-22502 - CARD SOUND ROAD	560640	02/10/16	00054667-01	10006978	$53,350.00	TAG#8643/M00951
001 - GENERAL FUND	001-05000 - COUNTY ADMINISTRATOR	560640	02/17/16	00054800-02	10007101	$1,751.00	8644 LAP TOP
404 - KEY WEST INTL AIRPORT	404-63001 - KEY WEST AIRPORT O & M	560640	02/24/16	00054545-01	10007314	$7,999.99	TAG#8646
102 - ROAD AND BRIDGE FUND	102-22500 - ROAD DEPARTMENT	560640	02/24/16	00054784-01	10007443	$53,350.00	TAG#8647
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054628-01	10007281	$1,909.16	#8648 POE INJ & TRANS
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054628-01	10007281	$1,909.16	#8649 POE INJ & TRANS
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054628-01	10007281	$1,909.16	#8650 POE INJ & TRANS
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-02	10007281	$1,461.29	#8651 24 PORT SWITCH
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-02	10007281	$1,461.29	#8652 24 PORT SWITCH
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-01	10007281	$2,385.21	#8653 48 PORT SWITCH
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-01	10007281	$2,385.21	#8654 48 PORT SWITCH
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-01	10007281	$2,385.21	#8655 48 PORT SWITCH
001 - GENERAL FUND	001-05003 - TECHNOLOGY REPLACE	560640	02/24/16	00054627-01	10007281	$2,385.21	#8656 48 PORT SWITCH
116 - TDC ADMIN & PROMO 2¢	116-76007 - TDC ADMIN.SVCS 116	560640	12/02/15	00054204-01	10004346	$1,009.92	3631945 LVO TS TP T550
116 - TDC ADMIN & PROMO 2¢	116-76007 - TDC ADMIN.SVCS 116	560640	12/02/15	00054204-02	10004346	$50.39	3066719 LVO 4GB PC3-12800
						$1,625,516.81	
Health Department	GATO NURSING BULL PE			11/15/15	99999	$11,669.02	8588
Health Department	2016 FORD EXPLORER			02/23/16	99999	$27,497.00	8657
Grant	MOTOROLA APX RADIO			12/17/15	Radios	$96,911.42	8603-8625
Grant	SURFACE BOOK CORE			01/06/16	13505	$2,020.00	8631
Grant	SURFACE BOOK CORE			01/06/16	13505	$2,020.00	8632
Grant	CABINET W/CASTERS			12/15/15	62019	$1,837.00	8636
Grant	SURFACE PRO 4			01/15/16	13505	$1,542.00	8638
Grant	SURFACE PRO 4			01/15/16	13505	$1,542.00	8639
						$145,038.44	Total CO & Grants
						$1,770,555.25	Total
						$1,770,555.25	Additions
						$0.00	Difference

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: Finance

Bulk Item: Yes X No Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Fixed Asset Inventory by Custodian for FY 16

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

Inventories by Custodians for FY-16

Custodian	Name	Total Assets	Inventoried 10/1/15 - 2/29/16
2	Clerk of the Courts	409	55
3	County Attorney	25	24
4	Property Appraiser	108	108
5	Tax Collector	30	30
6	Court Administration	345	269
7	State Attorney	71	71
8	Public Defender	13	1
9	Supervisor of Elections	282	245
10	County Administrator	12	2
11	Medical Examiner	21	0
12	Solid Waste	72	58
13	Growth Management	108	2
14	Veterans Affairs	3	3
15	Guardian Ad Litem	19	0
16	Emergency Management	54	0
19	Social Services	87	0
20	Animal control	6	2
25	Extension Services	10	10
26	Key West Airport	114	0
27	Marathon airport	49	0
28	Card Sound Road	38	2
29	Health Dept	92	83
30	TDC	15	1
31	Land Authority	3	3
32	Commissioner District 5	1	0
33	Commissioner District 4	1	0
34	Commissioner District 2	0	0
35	Commissioner District 3	3	2
36	Commissioner District 1	3	3
37	Technical Services	319	71
38	Personnel	9	0
39	Office of Management and Budget (OMB	4	0
40	Purchasing	1	0
42	Risk Mngmnt	2	0
45	Trauma Office (KL)	4	0
48	Grants	10	0
50	Project management	25	1
53	Corrections	58	1
55	Higgs Beach Maintenance	1	1
56	Facilities - Lower	118	15
57	Facilities - Middle	56	1
58	Facilities - Upper	85	0
59	Fleet mngmnt	92	0
62	Roads & Bridges	147	2
65	Public Works Admin	10	0
66	Libraries	74	1
76	Fire & Rescue	972	3
80	Ocean Reef Fire	9	0
		3990	1070

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: Finance

Bulk Item: Yes X No Staff Contact /Phone #: C. Bradford 3457

AGENDA ITEM WORDING:
Fixed Asset Surplus requests for March

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Revised 6/15

MONROE COUNTY
INVENTORY DELETION REQUEST

Received
MAR 02 2016
Finance Dept.

To: _Charles Bradford_____
Property Manager

From: P.W- Corrections
Bob Stone

Monroe County I.D. Number	Serial Number	Asset Description	Date Purchased	Original and Estimated Present Value
4686	085305F-01	Steam Kettle #06	7/6/05	$12,113.00/-0-

Check one appropriate line below:

_____ APPROVAL TO ADVERTISE FOR BIDS
__X__ APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

Reason for request:
Broken beyond repair by company

PREPARED BY: Signature DATE: 2/25/2016

G. Cormona
Printed Name

~~DIVISION~~ DIRECTOR APPROVAL: Signature 2/29/16

Doug Sposito 2/29/16
Printed Name

OMB FORM REVISED 03/12

SELECTION CRITERIA: assets.tagno='4686'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
4686	KETTLE STEAMER	FUNDING 101 CAPITAL ASSET Y	EST LIFE 10 DEP LIFE 10
-000	MFR CLEVELAND GAS	CLS M VENDOR THE RESTAURANT STORE	DEP N POST DP Y DEP METH SL
	MODEL	CAT 506 PO 5613 UNITS 1	SALVAGE VALU .00
	S/N 0853-05F-01	LOC LK-S02 CHECK 116116 UN CST 12113.00	ACCUM DEP 12113.00
	INVENTORY DATE 06/26/15	FUND TYPE G ACQUIRE 07/06/05 COST 12113.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 20505 INS CO	DEP BASIS 12113.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/15
	CUSTODIAN 53	LOCATION KW DETENTION	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5200	PUBLIC SAFETY	5230	DETENTION AND CORRECTION	89501	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	12,113.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	12,113.00
SALE AMOUNT	.00

ATTACHMENT B

Monroe County
INVENTORY DELETION REQUEST

TO: _____
Property Clerk, Finance Dept.

FROM: State Attorney office
Dan Garza IT Dir.

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
2513	BWL5B71	PowerEdge 2850	4/24/05	$5759.1 Ø
4730	5Z7LZØ1	Dell C810 Laptop	11/14/Ø1	$2900/Ø
5499	B8VGM91	Dell Precision 470	3/10/Ø6	$3316/Ø
6039	2ZQTDC1	Latitude D830	8/20/07	$1944/Ø
6043	FZQTCD1	" "	"	" "

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
✓ APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

Equipment inoperable

PREPARED BY: Dan Garza (NAME) DATE: 02/01/16

DIVISION DIRECTOR APPROVAL: _____
NAME

Monroe County DepartmentIT FIXED ASSET INVENTORY DELETION CHECKLIST

SELECTION CRITERIA: (((assets.tagno = "2513")) OR ((assets.tagno = "4730")) OR ((assets.tagno = "5499")) OR ((assets.tagno = "6039")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION ACQUISITION INFORMATION DEPRECIATION INFORMATION

2513 ✓ POWEREDGE COMPUTER
-000 MFR DELL
MODEL POWEREDGE 2850
S/N BWL5B71
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL MARKETING
PO 4909 UNITS 1
CHECK 113688 UN CST 5758.66
ACQUIRE 04/24/05 COST 5758.66
INS CO
INS VAL 0.00
LOCATION KW LESTER
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 5758.66
REM BOOK BASIS .00
DEP BASIS 5758.66
LAST POSTING DATE 09/30/10
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

4730 ✓ DELL LATITUDE C810
-000 MFR DELL
MODEL LATITUDE C810
S/N 5Z7LZ01
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID # 0603-214

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL MARKETING
PO 32619 UNITS 1
CHECK 58535 UN CST 2899.88
ACQUIRE 11/14/01 COST 2899.88
INS CO
INS VAL 0.00
LOCATION LUCY
TRF FROM/TO

EST LIFE DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 2899.88
REM BOOK BASIS .00
DEP BASIS 2899.88
LAST POSTING DATE 09/30/07
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

5499 ✓ DELL PRECISION 470
-000 MFR DELL
MODEL PRECISION 470
S/N B8VGM91
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL MARKETING
PO UNITS 1
CHECK 503673 UN CST 3316.13
ACQUIRE 03/10/06 COST 3316.13
INS CO
INS VAL 0.00
LOCATION MATT
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 3316.13
REM BOOK BASIS .00
DEP BASIS 3316.13
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

SELECTION CRITERIA: (((assets.tagno = "2513")) OR ((assets.tagno = "4730")) OR ((assets.tagno = "5499")) OR ((assets.tagno = "6039")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

6039✓ DELL LAPTOP 830
-000 MFR DELL
MODEL LAPTOP 830
S/N 2ZQTDC1
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M | FUNDING 001 CAPITAL ASSET Y | EST LIFE 5 DEP LIFE
CAT 504 | VENDOR DELL | DEP N POST DP N DEP METH
LOC LK-W07 | PO 20638 UNITS 1 | SALVAGE VALU .00
FUND TYPE G | CHECK 520359 UN CST 1943.80 | ACCUM DEP 1943.80
DPT 69600 | ACQUIRE 08/20/07 COST 1943.80 | REM BOOK BASIS .00
GRT | INS CO | DEP BASIS 1943.80
LOCATION PAT MCULLAH | INS VAL 0.00 | LAST POSTING DATE 09/30/12
TRF FROM/TO | | SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6043✓ DELL LAPTOP 830
-000 MFR DELL
MODEL LAPTOP 830
S/N 8ZQTCD1
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M | FUNDING 001 CAPITAL ASSET Y | EST LIFE 5 DEP LIFE
CAT 504 | VENDOR DELL | DEP N POST DP N DEP METH
LOC LK-W07 | PO 20638 UNITS 1 | SALVAGE VALU .00
FUND TYPE G | CHECK 520359 UN CST 1943.80 | ACCUM DEP 1943.80
DPT 69600 | ACQUIRE 08/20/07 COST 1943.80 | REM BOOK BASIS .00
GRT | INS CO | DEP BASIS 1943.80
LOCATION COLLEEN DUNNE | INS VAL 0.00 | LAST POSTING DATE 09/30/12
TRF FROM/TO | | SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

REPORT TOTAL 5 RECORDS SELECTED

COST	15,862.27
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	15,862.27
SALE AMOUNT	.00

ATTACHMENT B

Monroe County
INVENTORY DELETION REQUEST

TO: _____
Property Clerk, Finance Dept.

FROM: State Attorney Office
Dan Garza IT Dir.

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6077	N/A	Global 975x PC	9/15/07	$1316/Ø
6496	CPGWMG1	Latitude D830	7/22/08	$1691/Ø
6497	DPGWMG1	"	"	" "
6498	GPPWMG1	"	"	" "
6501	ZQGWMG1	"	"	" "

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
✓ APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

Equipment Inoperable

PREPARED BY: Dan Garza (NAME) DATE: 02/01/16

DIVISION DIRECTOR APPROVAL: _____
NAME

Monroe County DepartmentIT FIXED ASSET INVENTORY DELETION CHECKLIST

SELECTION CRITERIA: (((assets.tagno = "6077")) OR ((assets.tagno = "6496")) OR ((assets.tagno = "6497")) OR ((assets.tagno = "6498")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION — ACQUISITION INFORMATION — DEPRECIATION INFORMATION

6077
-000 ULTRA PC W/EZ SWAP
MFR GLOBAL
MODEL 975X
S/N
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M | FUNDING 001 CAPITAL ASSET Y | EST LIFE 5 DEP LIFE
CAT 504 | VENDOR GLOBAL COMPUTER SUPPLIES | DEP N POST DP N DEP METH
LOC LK-W07 | PO 00021108 UNITS 1 | SALVAGE VALU .00
FUND TYPE G | CHECK 522383 UN CST 1316.29 | ACCUM DEP 1316.29
DPT 69600 | ACQUIRE 09/15/07 COST 1316.29 | REM BOOK BASIS .00
GRT | INS CO | DEP BASIS 1316.29
LOCATION KW/LESTER | INS VAL 0.00 | LAST POSTING DATE 09/30/12
TRF FROM/TO | SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6496
-000 DELL LATITUDE D830 LAPTOP
MFR DELL
MODEL LATITUDE D830
S/N CPGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M | FUNDING 001 CAPITAL ASSET Y | EST LIFE 5 DEP LIFE
CAT 504 | VENDOR DELL | DEP N POST DP N DEP METH
LOC LK-W07 | PO 00024435 UNITS 1 | SALVAGE VALU .00
FUND TYPE G | CHECK 531617 UN CST 1691.08 | ACCUM DEP 1691.08
DPT 69600 | ACQUIRE 07/22/08 COST 1691.08 | REM BOOK BASIS .00
GRT | INS CO | DEP BASIS 1691.08
LOCATION CHRISTINE POIST | INS VAL 0.00 | LAST POSTING DATE 09/30/13
TRF FROM/TO | SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6497
-000 DELL LATITUDE D830 LAPTOP
MFR DELL
MODEL LATITUDE D830
S/N DPGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M | FUNDING 001 CAPITAL ASSET Y | EST LIFE 5 DEP LIFE
CAT 504 | VENDOR DELL | DEP N POST DP N DEP METH
LOC LK-W07 | PO 00024435 UNITS 1 | SALVAGE VALU .00
FUND TYPE G | CHECK 531617 UN CST 1691.08 | ACCUM DEP 1691.08
DPT 69600 | ACQUIRE 07/22/08 COST 1691.08 | REM BOOK BASIS .00
GRT | INS CO | DEP BASIS 1691.08
LOCATION PABON | INS VAL 0.00 | LAST POSTING DATE 09/30/13
TRF FROM/TO | SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

SELECTION CRITERIA: (((assets.tagno = "6077")) OR ((assets.tagno = "6496")) OR ((assets.tagno = "6497")) OR ((assets.tagno = "6498")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION — ACQUISITION INFORMATION — DEPRECIATION INFORMATION

6498
-000 DELL LATITUDE D830 LAPTOP
MFR DELL
MODEL LATITUDE D830
S/N GPGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT
FUNDING 001 CAPITAL ASSET Y
VENDOR DELL
PO 00024435 UNITS 1
CHECK 531617 UN CST 1691.08
ACQUIRE 07/22/08 COST 1691.08
INS CO
INS VAL 0.00
LOCATION SCULL
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1691.08
REM BOOK BASIS .00
DEP BASIS 1691.08
LAST POSTING DATE 09/30/13
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6501
-000 DELL LATITUDE D830 LAPTOP
MFR DELL
MODEL LATITUDE D830
S/N 2QGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT
FUNDING 001 CAPITAL ASSET Y
VENDOR DELL
PO 00024435 UNITS 1
CHECK 531617 UN CST 1691.08
ACQUIRE 07/22/08 COST 1691.08
INS CO
INS VAL 0.00
LOCATION ANDY KAMPEL
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1691.08
REM BOOK BASIS .00
DEP BASIS 1691.08
LAST POSTING DATE 09/30/13
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

REPORT TOTAL 5 RECORDS SELECTED

COST	8,080.61
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	8,080.61
SALE AMOUNT	.00

ATTACHMENT B

Monroe County
INVENTORY DELETION REQUEST

TO: _____
Property Clerk, Finance Dept.

FROM: State Attorney Office
Dan Garza, IT. Dir.

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6503	6QGWMG1	Latitude D830	7/22/08	$1691/ø
6504	7QGWMG1	" "	"	" "
6505	8QGWMG1	" "	"	" "

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
✓ APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

Equipment inoperable

PREPARED BY: Don Garza DATE: 02/01/16
NAME

DIVISION DIRECTOR APPROVAL: _____
NAME

Monroe County DepartmentIT FIXED ASSET INVENTORY DELETION CHECKLIST

SELECTION CRITERIA: (((assets.tagno = "6503")) OR ((assets.tagno = "6504")) OR ((assets.tagno = "6505")) OR (assets.tagno IS NULL) O

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION — ACQUISITION INFORMATION — DEPRECIATION INFORMATION

6503 DELL LATITUDE D830 LAPTOP

-000 MFR DELL
MODEL LATITUDE D830
S/N 6QGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT
LOCATION MATT
TRF FROM/TO

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL
PO 00024435 UNITS 1
CHECK 531617 UN CST 1691.08
ACQUIRE 07/22/08 COST 1691.08
INS CO
INS VAL 0.00

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1691.08
REM BOOK BASIS .00
DEP BASIS 1691.08
LAST POSTING DATE 09/30/13
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6504 DELL LATITUDE D830 LAPTOP

-000 MFR DELL
MODEL LATITUDE D830
S/N 7QGWMG1
INVENTORY DATE 01/26/16
CONDITION STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT
LOCATION NANCY LOPEZ
TRF FROM/TO

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL
PO 00024435 UNITS 1
CHECK 531617 UN CST 1691.08
ACQUIRE 07/22/08 COST 1691.08
INS CO
INS VAL 0.00

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1691.08
REM BOOK BASIS .00
DEP BASIS 1691.08
LAST POSTING DATE 09/30/13
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

6505 DELL LATITUDE D830 LAPTOP

-000 MFR DELL
MODEL LATITUDE D830
S/N 8QGWMG1
INVENTORY DATE 01/26/16
CONDITION GOOD STATUS ACTIVE
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 07
REMARKS/LIC #
OLD ID #

CLS M
CAT 504
LOC LK-W07
FUND TYPE G
DPT 69600
GRT
LOCATION TORRENTS
TRF FROM/TO

FUNDING 001 CAPITAL ASSET Y
VENDOR DELL
PO 00024435 UNITS 1
CHECK 531617 UN CST 1691.08
ACQUIRE 07/22/08 COST 1691.08
INS CO
INS VAL 0.00

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1691.08
REM BOOK BASIS .00
DEP BASIS 1691.08
LAST POSTING DATE 09/30/13
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
6000	COURT GENERAL ADMINISTRATION	6020	STATE ATTORNEY ADMINISTRATION	89507	530590	1.00

REPORT TOTAL 3 RECORDS SELECTED

COST	5,073.24
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	5,073.24
SALE AMOUNT	.00

MONROE COUNTY
COMPUTER RELATED EQUIPMENT
INVENTORY DELETION REQUEST

Received
FEB 10 2016
Finance Dept.

TO: Charles A Bradford
Finance Dept., Stop 8

FROM: Robin Henderson
Library KW, Stop 6
Date: January 14, 2016

M.C. I.D. Number	Serial Number, (Service TAG)	Asset Description	Date Purchased	Original & Est. Present Value
2617	3ww03600552	Projector	8/2001	4042.95

CHECK ONE (1) APPROPRIATE LINE BELOW:

____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

Obsolete/outdated/broken

PREPARED BY: Robin M Henderson DATE: 1-14-2016
Signature
Robin M Henderson
Printed Name

DIVISION DIRECTOR APPROVAL: Graham 2/4/2016
Acting County Administrator
Signature

Sheryl Graham
Printed Name

Information Technology APPROVAL:

Signature

Printed Name

OMB FORM REVISED 03/12

SELECTION CRITERIA: assets.tagno='2617'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION			DEPRECIATION INFORMATION	
2617	PROJECTOR	FUNDING 125		CAPITAL ASSET Y	EST LIFE	DEP LIFE
-000	MFR INFOCUS	CLS M	VENDOR		DEP N POST DP N	DEP METH
	MODEL LP755	CAT 502	PO 218911	UNITS 1	SALVAGE VALU	.00
	S/N 3WW03600552	LOC LK-W10	CHECK 200494	UN CST 4042.95	ACCUM DEP	4042.95
	INVENTORY DATE 03/09/15	FUND TYPE G	ACQUIRE 08/14/01	COST 4042.95	REM BOOK BASIS	.00
	CONDITION GOOD STATUS RETIRED	DPT 62004	INS CO		DEP BASIS	4042.95
	NEXT SCHEDULED MAINTENANCE 09/30/03	GRT GP0007	INS VAL 0.00		LAST POSTING DATE	09/30/06
	CUSTODIAN 66	LOCATION	KW LIB AUDITORIUM CLOSET		SALE AMOUNT	.00
	REMARKS/LIC #	TRF FROM/TO	FR 62017 TO 62004		RETIRED DATE	09/16/15
	OLD ID # 2600-948					

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5700	CULTURE/RECREATION	5710	LIBRARIES	89506	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	4,042.95
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	4,042.95
SALE AMOUNT	.00

MONROE COUNTY
COMPUTER RELATED QUIPMENT
INVENTORY DELETION REQUEST

Received
FEB 1 8 2016
Finance Dept.

TO: Charles Bradford, Property Clerk
Finance Dept., Stop #8

FROM: Alicia Betancourt, Extension Director

DATE: February 17, 2016

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4681	24FNT71	Dell GX280 with hard drive, monitor, and keyboard	7/12/2005	$1,490.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
__X__ APPROVAL TO REMOVE FROM INVENTORY AND IDSPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:
Equipment was replaced with newer, updated model in 2011.

PREPARED BY: Dawn Thomas
Signature

DATE: February 17, 2016

Dawn Thomas, Extension Coordinator
Printed Name

DEPARTMENT DIRECTOR APPROVAL: _____
Signature

Alicia Betancourt
Printed Name

INFORMATION TECHNOLOGY APPROVAL:

_____
Signature

_____
Printed Name

SUNGARD PENTAMATION
DATE: 03/01/2016
TIME: 13:49:05

MONROE COUNTY BOCC
FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno='4681*'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
4681	DELL GX280	FUNDING 001 CAPITAL ASSET Y	EST LIFE 5 DEP LIFE
-000	MFR DELL	CLS M VENDOR BAYSHORE TECHNOLOGIES	DEP N POST DP N DEP METH
	MODEL OPTIPLEX GX280	CAT 504 PO 6287 UNITS 1	SALVAGE VALU .00
	S/N 24FNT71	LOC LK-G01 CHECK 116150 UN CST 1490.00	ACCUM DEP 1490.00
	INVENTORY DATE 01/13/16	FUND TYPE G ACQUIRE 07/12/05 COST 1490.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS ACTIVE	DPT 61000 INS CO	DEP BASIS 1490.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/10
	CUSTODIAN 25	LOCATION KW CHRISTINA	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5300	PHYSICAL ENVIRONMENT	5370	CONSERVATION RESOURCE MGMT	89502	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,490.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,490.00
SALE AMOUNT	.00

MONROE COUNTY
COMPUTER RELATED EQUIPMENT
INVENTORY DELETION REQUEST

Received
FEB 10 2016
Finance Dept.

TO: Charles A Bradford
Finance Dept., Stop 8

FROM: Robin Henderson
Library KW, Stop 6
Date: January 14, 2016

M.C. I.D. Number	Serial Number, (Service TAG)	Asset Description	Date Purchased	Original & Est. Present Value
5263	4lh1s81	Dell GX520	1/2006	1588.16
5286	8lh1s81	Dell GX520	01/2006	1588.16
5391	Hljt891	Dell M70 Laptop	1/2003	2892.89

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

Obsolete/outdated/broken

PREPARED BY: [signature] DATE: 1-14-16
Signature
Robin M Henderson
Printed Name

DIVISION DIRECTOR APPROVAL: [signature] 2/4/2016
Acting County Administrator
Signature

Sheryl Graham
Printed Name

Information Technology APPROVAL:

_____
Signature

_____
Printed Name

OMB FORM REVISED 03/12

SELECTION CRITERIA: (((assets.tagno = "5263")) OR ((assets.tagno = "5286")) OR ((assets.tagno = "5391")) OR (assets.tagno IS NULL) O

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION — ACQUISITION INFORMATION — DEPRECIATION INFORMATION

5263 DELL GX520
-000 MFR DELL
MODEL OPTIPLEX GX520
S/N 4LH1S81
INVENTORY DATE 03/09/15
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 37
REMARKS/LIC #
OLD ID #

FUNDING 001 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 8223 UNITS 1
LOC LK-W10 CHECK 121625 UN CST 1588.16
FUND TYPE G ACQUIRE 01/04/06 COST 1588.16
DPT 05003 INS CO
GRT INS VAL 0.00
LOCATION KW LIBRARY
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1588.16
REM BOOK BASIS .00
DEP BASIS 1588.16
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE 09/16/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

5286 DELL GX520
-000 MFR DELL
MODEL OPTIPLEX GX520
S/N 8LH1S81
INVENTORY DATE 03/09/15
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 66
REMARKS/LIC #
OLD ID #

FUNDING 001 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 8223 UNITS 1
LOC LK-W10 CHECK 121625 UN CST 1588.16
FUND TYPE G ACQUIRE 01/04/06 COST 1588.16
DPT 05003 INS CO
GRT INS VAL 0.00
LOCATION KW LIB/KIOSK DESK
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1588.16
REM BOOK BASIS .00
DEP BASIS 1588.16
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE 09/16/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

5391 DELL M70 LAPTOP
-000 MFR DELL
MODEL M70
S/N HLJT891
INVENTORY DATE 03/09/15
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 37
REMARKS/LIC #
OLD ID #

FUNDING 001 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 9919 UNITS 1
LOC LK-W10 CHECK 501547 UN CST 2892.89
FUND TYPE G ACQUIRE 01/26/06 COST 2892.89
DPT 05003 INS CO
GRT INS VAL 0.00
LOCATION KW LIB/ANN LAYTON-RICE
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 2892.89
REM BOOK BASIS .00
DEP BASIS 2892.89
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE 09/16/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

REPORT TOTAL 3 RECORDS SELECTED

COST	6,069.21
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	6,069.21
SALE AMOUNT	.00

MONROE COUNTY
COMPUTER RELATED EQUIPMENT
INVENTORY DELETION REQUEST

TO: C. Bradford, Property Manager
Finance Department Stop 8

From: Dina Gambuzza, Office Mananger
Land Authority, Stop 5B
Date: 2/2/16

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6799	9GB75L1	Dell Laptop Latitude E5500	11/17/09	$1,093.61 / $0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT and remove from inventory
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: computer no longer functions.

PREPARED BY Dina Gambuzza DATE 2/2/16

SELECTION CRITERIA: assets.tagno='6799'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
6799	DELL LATITUDE E5500	FUNDING 001 CAPITAL ASSET Y	EST LIFE 5 DEP LIFE 5
-000	MFR DELL	CLS M VENDOR DELL	DEP N POST DP Y DEP METH SL
	MODEL E5500	CAT 504 PO AUDIT UNITS 1	SALVAGE VALU .00
	S/N 9GB75L1	LOC LK-W12 CHECK UN CST 1093.61	ACCUM DEP 1093.61
	INVENTORY DATE 01/06/16	FUND TYPE G ACQUIRE 12/14/09 COST 1093.61	REM BOOK BASIS .00
	CONDITION STATUS ACTIVE	DPT 35000 INS CO	DEP BASIS 1093.61
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/15
	CUSTODIAN 31	LOCATION LARRY ERSKINE	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE
	OLD ID #		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5190	OTHER GENERAL GOV'T SERVICE	89500	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,093.61
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,093.61
SALE AMOUNT	.00

Received
FEB 12 2016
Finance Dept.

MONROE COUNTY
ASSET DESTRUCTION CERTIFICATION

To: Charles Bradford, Property Manager
Finance Dept. Stop 8

From: Information Tech
James Penny

Date: 2-16-2016

Monroe County I.D. Number	Serial Number	Asset Description
2632	SF24NLTQ1	Dell Optiplex 745x150
5034	SF[redacted]7I581	Dell Optiplex 170L
5287	SF98G1S81	Dell Optiplex 745x520
5250	SF29H1S81	Dell Optiplex 745x520
5282	SF9KH1S81	Dell Optiplex 745x520

I CERTIFY THAT THE ABOVE LISTED MONROE COUNTY PROPERTY HAS BEEN DISPOSED IN ACCORDANCE WITH BOCC APPROVAL.

SIGNATURE

2-16-2016
DATE

James F Penny
PRINTED NAME

OMB FORM REVISED 03/12

SELECTION CRITERIA: (((assets.tagno = "2632")) OR ((assets.tagno = "5034")) OR ((assets.tagno = "5287")) OR ((assets.tagno = "5292")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION / ACQUISITION INFORMATION / DEPRECIATION INFORMATION

2632

DELL GX150
-000 MFR DELL
MODEL GX150
S/N 24NLT01
INVENTORY DATE 08/22/12
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE 09/30/03
CUSTODIAN 66
REMARKS/LIC #
OLD ID # 2607-038

FUNDING 125 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 224144 UNITS 1
LOC LK-BP5 CHECK 201527 UN CST 1130.00
FUND TYPE G ACQUIRE 09/18/01 COST 1130.00
DPT 62012 INS CO
GRT GP0100 INS VAL 0.00
LOCATION BP LIB PUBLIC 3
TRF FROM/TO FR 62019 TO 62012

EST LIFE DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1130.00
REM BOOK BASIS .00
DEP BASIS 1130.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE 11/17/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5700	CULTURE/RECREATION	5710	LIBRARIES	89506	530590	1.00

5034

DELL GX280
-000 MFR DELL
MODEL GX280
S/N DHV7J81
INVENTORY DATE 08/22/12
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 66
REMARKS/LIC #
OLD ID #

FUNDING 125 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 7420 UNITS 1
LOC LK-BP5 CHECK 208916 UN CST 1156.76
FUND TYPE G ACQUIRE 09/18/05 COST 1156.76
DPT 62019 INS CO
GRT GP0500 INS VAL 0.00
LOCATION BP HIP COMPUTER
TRF FROM/TO FR KW TO BP

EST LIFE 5 DEP LIFE 5
DEP N POST DP Y DEP METH SL
SALVAGE VALU .00
ACCUM DEP 1156.76
REM BOOK BASIS .00
DEP BASIS 1156.76
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE 11/17/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5700	CULTURE/RECREATION	5710	LIBRARIES	89506	530590	1.00

5287

DELLGX520
-000 MFR DELL
MODEL OPTIPLEX GX520
S/N 98G1S81
INVENTORY DATE 08/22/12
CONDITION GOOD STATUS RETIRED
NEXT SCHEDULED MAINTENANCE
CUSTODIAN 37
REMARKS/LIC #
OLD ID #

FUNDING 001 CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING
CAT 504 PO 8223 UNITS 1
LOC LK-BP5 CHECK 121625 UN CST 1588.16
FUND TYPE G ACQUIRE 01/04/06 COST 1588.16
DPT 05003 INS CO
GRT INS VAL 0.00
LOCATION BIG PINE LIBRARY
TRF FROM/TO

EST LIFE 5 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1588.16
REM BOOK BASIS .00
DEP BASIS 1588.16
LAST POSTING DATE 09/30/11
SALE AMOUNT .00
RETIRED DATE 11/17/15

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

SELECTION CRITERIA: (((assets.tagno = "2632")) OR ((assets.tagno = "5034")) OR ((assets.tagno = "5287")) OR ((assets.tagno = "5292")

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION
5292	DELL GX520		FUNDING 001 CAPITAL ASSET Y		EST LIFE 5 DEP LIFE 5
-000	MFR DELL	CLS M	VENDOR DELL MARKETING		DEP N POST DP Y DEP METH SL
	MODEL OPTIPLEX GX520	CAT 504	PO 8223	UNITS 1	SALVAGE VALU .00
	S/N 9KH1S81	LOC LK-BP5	CHECK 121625	UN CST 1588.16	ACCUM DEP 1588.16
	INVENTORY DATE 08/22/12	FUND TYPE G	ACQUIRE 01/04/06	COST 1588.16	REM BOOK BASIS .00
	CONDITION GOOD STATUS RETIRED	DPT 05003	INS CO		DEP BASIS 1588.16
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE 09/30/11
	CUSTODIAN 66	LOCATION	BP LIB HIP #2		SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO			RETIRED DATE 11/17/15
	OLD ID # 5292				

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

REPORT TOTAL 4 RECORDS SELECTED

COST	5,463.08
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	5,463.08
SALE AMOUNT	.00

SELECTION CRITERIA: assets.tagno='5250'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
5250	DELL GX520	FUNDING 001 CAPITAL ASSET Y	EST LIFE 5 DEP LIFE
-000	MFR DELL	CLS M VENDOR DELL MARKETING	DEP N POST DP N DEP METH
	MODEL OPTIPLEX GX520	CAT 504 PO 8223 UNITS 1	SALVAGE VALU .00
	S/N 29H1S81	LOC LK-BP5 CHECK 121625 UN CST 1588.16	ACCUM DEP 1588.16
	INVENTORY DATE 08/22/12	FUND TYPE G ACQUIRE 01/04/06 COST 1588.16	REM BOOK BASIS .00
	CONDITION GOOD STATUS RETIRED	DPT 05003 INS CO	DEP BASIS 1588.16
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/11
	CUSTODIAN 37	LOCATION BP LIB HIP #1	SALE AMOUNT .00
	REMARKS/LIC #	TRF FROM/TO	RETIRED DATE 11/17/15
	OLD ID # 5250		

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
5100	GENERAL GOVERNMENT	5130	FINANCIAL AND ADMINISTRATIVE	89500	530590	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,588.16
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,588.16
SALE AMOUNT	.00

M E M O R A N D U M
Office of the County Administrator

TO: Board of County Commissioners

FROM: Roman Gastesi
County Administrator

DATE: March 8, 2016

SUBJECT: County Divisions' Monthly Activity Report for February 2016

MONTHLY ACTIVITY REPORT – FEBRUARY 2016

Airports

Key West

February 2	Conducted noise Ad-Hoc meeting with Commissionor Kolhage and members of the public.
February 3	Conducted monthly Airline Managers meeting, and presented the airlines with the ramp reconstruction phasing plan for the project.
February 3	Met with helicopter operator to discuss noise issues and routing over Key West.
February 4-5	Fly to CVN 69 for the Navy familiarization program.
February 8	Met with senior staff for regular Monday SS meeting.
February 8	Met airport security stakeholders in the bag belt screening area for future project development related to airport security protocols.
February 9	Met with USA parking regional manager Mike Sears to discuss upcoming contract terms and procedures.
February 10	Posted new PFC #16 application for public comments.
February 10 – 11,16	Conducted Airport specific "Active Shooter" training for all airport employees, these are two of several training classes we made available to all airport employees.
February 16	Teleconference with Miami International Airport to continue planning process for the Florida Airports Council 2017 Annual Conference that MIA and EYW are co-hosting.
February 18	Key West by the Sea, multiple tenant meetings to discuss Noise Testing procedures and answer other Noise Insulation Program questions.
February 19	Teleconference with Florida Airports Council "Training Committee" to discuss general items and the 'Airport Manager Certification" program being created, EYW is a member of the sub-committee with the Manager Certification program creation.
February 23	Fire Drill evacuation testing.
February 23	FAR part 139 annual training.
February 23	Meeting with new Signature Flight Support managers handling the transition.
February 25-26	FDOT 5 year funding strategy meetings in Key West.
February 25	Annual Airport Emergency Plan review, table top at the Harvey Government Center with stakeholders conducted by Airport personnel.
February 27	Moonsplash event at East Martello.

Marathon

February 2	MTH Airport Emergency Plan - Disaster Drill de-brief meeting.
February 3	Storage Hangars project, pre-bid conference.
February 10	Tour of CBP facility with Marathon Jet Center staff and World Fuel staff.
February 11	Attended the Active Shooter training class at EYW.
February 12	CBP progress meeting with County project management and CBP staff.
February 14	Airport terminal flooded due to a water pipe leak in Mechanical Room 126. All airport staff was on site to help with clean up. There was significant damage to equipment in the room, which was reported to County Risk Management.
February 23	Final CBP punch list inspection with contractors and CBP staff.
February 24	FAR Part 139 training with MTH staff.
February 25	Attended the EYW Annual Airport Emergency Plan review.

Employee Services
TURNOVER NUMBERS:

January & February

2016	Resignations	Terminations	Retirements	Retirement/ position abolished	Deceased	TOTALS	% Turnover	%Turnover to date
JAN:	3	1	2	0	0	6	1.16%	1.16%
FEB:	2	0	0	0	0	2	0.38%	1.54%

HUMAN RESOURCES

Conducted elections - Employee Grievance Council
Evergreen Compensation Study County-wide job descriptions – 30 remaining out of 232
Sent Teamsters annual list of current employees in accordance with bargaining agreement
HR Administrator meeting with Teamsters Business Representative on union issues
Fit for Duty – 1
HR Administrator met with Tech Director on reorganization of department
Accepting nominations for Personnel Policies Board Committee members
Updated training videos with Tech Services for annual employee training (Intranet). Sent out all user reminder to view.
Completed annual Chamber of Commerce survey

BENEFITS

Individual Wellness Promotion Campaign presentations: Clerk, Property Appraiser, Land Authority, Tax Collector, Court Admin, Sheriff
Completed application for non-tobacco policy award with Health Department

	January
New Hires	8
Terminations	15
New Retirees Medical	0
New Retirees Life Only	0
Deceased # Life Claims	2
Active with non-medical	1208
Active non-medical	45
Retirees with medical	406
Retirees with Life only	19
Surviving Spouses	16
COBRA	1

WORKERS COMPENSATION

Administrator achieved SHRM-CP certification

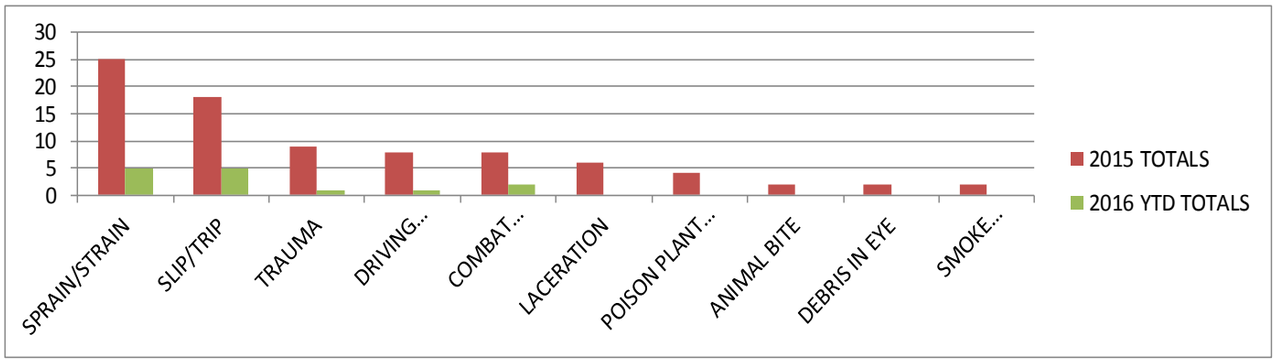
Monthly Cases	Aug	Sept	Oct	Nov	Dec	Jan
New Medical	4	3	6	5	6	4
New Non-Medical	1	4	5	1	3	6
Total Closed Cases	8	0	19	2	7	13
Total Current Open Cases	89	96	88	92	94	91
Open Litigation Previous Month	15	14	14	14	14	13
Closed/Settled	1	0	0	0	1	0

New Litigation	0	0	0	0	0	0
Total Current Open Litigated cases	14	14	14	14	13	13

SAFETY

Investigated 14 Employee Injury reports
Investigated 5 Property incident reports
Conducted 11 Inspections at County parks and submitted report of deficiencies for follow up
Working with Health Department to develop Violence in the Workplace training for Health Department staff.
Researched grant opportunities for placement of Automatic External Defibulators (AEDs) in County buildings
Final OSHA 30 class presented to public works staff
Coordinated CPR/First Aid class for lower keys staff to be held in March

2015 compared to 2016 YTD:



Extension Services

- Number of services provided: 122 phone calls, 27 office visits, 20 visits to clients, 26 learning events with 609 participants, 4 media submissions, and 531 publications distributed. Total Budget for FY 15/16: $212,351.00; Year to Date Expenditures and Encumbrances: $124,978.10; Remaining Balance: $87,372.90; Percentage of budget spent and/or encumbered year-to-date: 58%.

The County Extension Director/Family & Community Development Agent accomplished the following activities:

- Presented the updated GHG emissions inventory to the public and BOCC which included recommendations regarding setting new GHG reduction targets. Meeting additional reduction targets will require a comprehensive energy strategy and ongoing energy management.
- Held a Monroe County Climate Change Advisory Committee meeting where the criteria for selection of Adaptation Action Areas were discussed. The committee will also move forward with three recommendations to the BOCC for consideration: support for approval of the E-3 contract; support for approval of LiDAR funding; and a request for identification of low-lying areas of highway US 1.
- Participated in the development of an Economic Resilience Workshop through the Southeast Florida Climate Compact to be held on April 28. This workshop will focus on tools and strategies for community resiliency in the areas of real estate, development, and business.

The Environmental Horticulture Agent accomplished the following activities:

- Along with Susan Sprunt, Islamorada Environmental Resources Manager, held four workshops, "Landscaping on the Rock," lasting three hours each session. Fifteen local residents attended all sessions covering topics such as: Sense of Place and Plant & Soil Relations; Water quality, conservation, and efficiency; Fertilize Appropriately and How to Compost and Vermicompost; and Right Plant, Right Place.
- Operated a horticulture education booth at the Layton Garden Club Flea Market and Plant Sale. Information provided was Regional Plant Clinics, Attracting Wildlife, and "Bees: European, Africanized, and native bees" with publications about developing backyard pollinator gardens. Four Master Gardeners answered 90 clientele questions.
- Operated a horticulture education booth at the GardenFest Key West event that featured information about Regional Plant Clinics and "Bees: European, Africanized, and native bees." Ten Master Gardeners answered 151 clientele questions.

The Florida Sea Grant Marine Extension Agent accomplished the following activities:

- Attended the Georgia Adopt-A-Stream Advisory Board meeting to present an update about the Florida Keys Water Watch program and to receive annual trainer recertification to continue to operate under their EPA-approved program.
- Met with Dee Dee Green, Solid Waste Coordinator for the City of Key West, to form an educators group. The first meeting will be on March 10 at the Key West Landfill and Transfer Station on Stock Island.
- Held two Florida Keys Water Watch workshops with a total of 4 participants in Big Pine Key and Sugarloaf Shores.

Veterans Affairs

CLIENTS ASSISTED
VA Phone Calls 607
Office Visits 472
New Clients 50

Field Visits 20
Benefits Delivery at Discharge 1

TRANSPORTATION PROGRAM
Transportation Calls 340
Veterans Transported 214

FINANCIAL DATA
The financial data for the months of February totals $ 239,826.19 *this indicates the amount of new revenue brought into Monroe County derived from claims filed by the entire Veterans Affairs department.*

Sustainabililty

- Hosted the pre-work conference with Higgins for the Big Pine Tropical Bay culvert project, demo project #5. Work will begin in March and be completed by June.
- Hosted the pre-work conference with Earth Tech for Canals 266 & 287 Weed Barriers Installation on Big Pine Key. Work to begin in March and be completed by June.
- Completed organic removal work on Canal #266 as performed by JND, in process of closing out the project files.
- Near completion of organic removal work on Canal #290, as performed by JND.
- Co-hosted a Brownfield workshop in partnership with FDEP on February 11th
- Provided a canal presentation at the Eco-Discovery Center as part of the FL Keys National Marine Sanctuary/FL Keys Community College seminar series on February 16th
- Participated in meetings with the County team and Energy 3 to finalize negotiations of the gasification feedstock agreement. Contract to be presented at the March 2016 BOCC meeting.
- Attended a tour of Everglades National Park on February 25th and received detailed briefing on Lake Okeechobee releases and effects to the Park
- Reviewed the draft 5-year Projects List for Sustainability to include additional projects referenced in the draft Plan.
- Prepared draft FY17 Budget.

Engineering

- ***Card Sound Bridge Repair Project*** – Contractor has set up staging areas and is preparing submittals for review by the Engineer of Record.
- ***Card Sound Toll Study*** – Staff met with HDR Engineering to discuss results of the customer survey, to review alternatives for roadway reconfiguration and obtain an update on long term business plan on March 3rd.
- ***Lake Surprise Estates Roadway and Drainage Improvement Project –***. Engineer of Record will deliver draft plans revised for sea level rise accommodation on March 7th. Contractor continuing to install drainage structures.
- ***Roadway and Drainage Improvement Program*** – Staff assembling selection committee to rank four responses to RFQ; ranking meeting will be held in early April.
- ***Key Largo I Roadway and Drainage Improvement Project –*** Engineer of Record preparing 90% plans and drainage information. Anticipate 90% submittal on March 31st.
- ***Key Largo II (Bay Harbor, Sunset Point, Sunrise Point, Lime Grove Estates and Rays Cuda Canal) Roadway and Drainage Improvement Project –*** Staff issued a notice to proceed to consultant on February 4th; consultant submitted schedule for design to county on February 16, 2016. Work is proceeding.
- ***No Name Key Bridge Repair Project*** – Construction is complete; 100% LAP audit is scheduled for March 8th. Final project close out anticipated shortly thereafter.
- ***Pigeon Key Ramp Repair Project*** – Staff attended progress meeting with FDOT staff on February 8, 2016; Engineer of Record submitted revised schedule based on FDOT request and the draft Section 106 Case Study document to FDOT for forwarding to the State Historical Preservation Office. Staff is preparing a Transportation Alternatives Program (TAP) grant application for additional funds for construction and CEI work.
- ***Sexton Cove Roadway and Drainage Improvement Project –***Staff completed front end bid documents in anticipation of advertising in March. Engineer of Record submitted draft revised plans to adjust for sea level rise in several areas on February 29th.
- ***Stock Island Roadway and Drainage Improvement Project –*** Staff is reviewing 90% plans to provide comments to Engineer of Record (EOR). Obtained sea level data and determined target minimum elevation to adapt for sea level rise. Staff provided data to EOR with a request to evaluate project.

- ***US 1 Bayside Pedestrian Bridge –*** The Notice to Proceed with construction was issued to the contractor effective March 7, 2016; contractor is preparing and submitting shop drawings and submittals for Engineer of Record review.
- ***9th Avenue Stock Island Drainage Project –*** Project complete. Awaiting submittal of electronic record drawings.
- ***Grouper Lane (Key Largo) Drainage Project –*** Contractor performed system inspection prior to asphalt overlay and striping. Paving work will commence in first week of March.
- ***Duck Key Security District Cameras*** – Equipment has been ordered.
- ***Garrison Bight Bridge Repair Project*** – The consultant has completed the underwater inspection, scheduled the asbestos survey and geotechnical investigation; the load rating analysis and design development report work has begun.
- ***Sugarloaf Boulevard Bridge Replacement Project –*** Engineer provided preliminary bridge design report, geotechnical report and bridge hydraulic report. The consultant and county staff will attend the Sugarloaf Homeowners Association on March 29th to give a brief presentation of the proposed plan.

Road Department

Lower Keys

- Mulch Deliveries -17 loads with a total of 59.5 tons of mulch, savings of $7,348.25 in dump fees.
- Chip/Brush -20 miles.
- Right of ways mowed -12 miles.
- Weed eating -8 miles.
- Cold patch pot holes- 2.5 tons.
- Road sweeping- 6 miles.
- Installed French drains on Key Haven Road and South Point Drive
- Sign Technician - 15 locates; 32 signs; and 15 posts.
- Recycled sheet metal from Sign Shop received $63.60 in revenue.

Emergency after Hour Calls

- Sink hole 5th Street/2nd Avenue, Stock Island.
- Oil spill at 4th Street/Front Street, Stock Island.

Upper Keys

- Buzz bar/chipper operation - 20.91 miles.
- Mowing operation - 78.35miles.
- Sweeping operation - 8.19 miles.
- Trench drains /swales – 2,615 feet.
- Trench drain material used – 60 tons #4; and, 24 tons #57 rock used.
- Pothole repair - 15 roads.
- Cold patch used - 3 tons.
- Weed eater operation - 15 subdivisions.
- Material pick up - 90 tons of millings; 84.19 tons of # 4 and #57 rock.
- Coconut removal - 5 subdivisions 2.85 tons.
- Sign Department - new signs installed 25; new post installed 9; and, locates performed 16.
- Safety Meetings - January 29, 2016 and February 26, 2016.
- Trash picked up - 40 bags.

Special Projects / Other Work

- Installed and picked up cones and barricades along Shared Use Path for the Key Largo Stone Crab & Seafood Festival.

Card Sound Report

- Mowing operation - 11.0 miles.
- Weed eater operation - 4 miles.
- Trash pickup – 2,960 lbs.
- Miles driven to pick up trash - 137.5

Tolls Not Collected

- $1,000.00 due to heavy traffic.

Project Management/Facilities

- ***Marathon Customs Facility***- Occupancy will be approved April 10th 2016.
- ***Senior Nutrition Center***- Interlocal Agreement still with the City of Key West Housing Authority for use of space at the Kennedy Street Facility.

- ***Magnolia Street/Public Works***- Construction proceeding on schedule.
- ***Harvey Government Center Paint***- Work 75% complete.
- ***Crawl Key Fire Academy***- Construction proceeding on schedule, 50% complete.
- ***Higgs Beach Atlantic Boulevard Relocation***- City of Key West to review and approve four major modifications. Staff of both the City and County approved the changes. 1. Addition of a crosswalk at parking lots; 2. Reduction in number of parking spaces due to NDB; 3. Relocation of sidewalk due to NDB; and, 4. Reconfiguration of Tennis and pickle ball courts.
- ***Jefferson Brown Communication Tower***-*Navy considering proposal to rebuild Dredgers Key tower from 165 feet to 220 feet.*
- ***Bernstein Park***- Bids under review.
- ***Cudjoe Fire Station***- Property closed.
- ***Plantation Key Government Center***- Site plan under review by the Islamorada, Village of Islands, expect first round of review question in April.
- ***Marathon Library***- In programming on schedule all parties participating.
- ***Transfer Stations***-100% construction documents to be complete in April for three new transfer station offices.
- ***Key West Light House***-Light House complete, Keepers Quarters to be complete in May.

. JOB BOARD (FUNDED JOBS 2015)

	DESCRIPTION					CONSTRUCTION			NOTES	
#	TASK	PM	ALT/PM		LOCATION	STATUS		BUDGET	FIRM	ACCOUNT
1	Big Pine Swim Hole	CR	DB	VD	LOWER		Scheduled public comment for April 22nd	$ 2,000,000.00	Little John	
2	MEN Sidewalks	CR	DB	CK	UPPER		Bidding	UKN	MC	
3	MEN Marquee	CR	DB	CK	UPPER		Apply for TDC grant	UKN	MC	
4	Harry Harris Shed	CR	DB	CK	UPPER		RFP will this month	$ 25,000.00	Horn	
5	Key Largo Park Residence	CR	DB	CK	UPPER		RFP will this month	$ 50,000.00	Horn	304-24000-560620-CG1505
6	Marathon Customs Fac	CR	DS	VD	MIDDLE		Fire suppression complete occ. On Feb 6th	$ 1,010,000.00	MBI	63588-560620-GAMD73/63587-560620-GAMD72
7	Rowells Marina	CR	DS	CK	UPPER		RFQ opens April 7th	$ 130,000.00		TAD Grant encumbered 11/18/15
8	Murray Nelson Generator	CR	DS	CK	UPPER		In county Permitting	$ 90,000.00	Horn/CSA	304-24000-560630-CG1411
9	Marathon IT HVAC	CR	JY	VD	MIDDLE		Construction bgins on April 12th	$ 7,500.00	CSA	304-24000-560620-CG1514
10	PK WW Decomm	CR	DB	VD	UPPER		90% review complete	$ 225,000.00	CSA	304-23000-560630-PE1301
11	Roth WW Decomm	CR	DB	VD	UPPER		90% review complete	$ 150,000.00	CSA	304-23000-560630-PE1301
12	Big Pine Park Vista	VD	DB		LOWER		USACOE Permitting	$ 500,000.00	Stantec	
13	Reynolds St. Vista	VD	DB		LOWER		Construction docs by March	$ 500,000.00	Stantec	
14	BPK Docks	DB	CR	VD	LOWER		Reviewing Design proposal	UKN		
15	Senior Nutrition Center	CK	DB		LOWER		ILA sent to Key West Housing Authority	$ 660,000.00	Horn	102-22500-530310
16	Jefferson Brown Chillers	DB	VD		LOWER		Survey Complete	$ 158,000.00	TYLinn	
17	Jefferson Brown Comm Tower	CK	DB		LOWER		Requested Navy consider rebuild at Dredgers		TYLinn	
18	Cudjoe FS	DB	DS	VD	LOWER		Property closed	$ 4,500,000.00		314-26008-560620-CP1501
19	PK Fuel Station Relocation	DB	DS	CK	UPPER		Application for abandonment to FKAA for review	$ 250,000.00		
20	Ellis Renovations	DB	DS	CK	UPPER		30% Schematic design	$ 250,000.00	Horn	
21	Magnolia St. Public Works	DB	DS	VD	UPPER		construction on schedule	$ 1,250,000.00	CSA	304-24000-560620-CG1416
22	Higgs Beach Sand Phase 1	DB	JY	VD	LOWER		Design rejected by FDEP	$ 100,000.00	TYLinn	LAP
23	Higgs Beach Sand Phase 2	DB	JY	VD	LOWER		TDC grant pulled for lack of funds	$ 1,500,000.00	TYLinn	LAP
24	Gato Ext Painting	VD	DB		LOWER		under construction 10% complete	$ 98,000.00	Bender	304-24000-560620-CG1510
25	Harvey Ext Painting	CK	DB		LOWER		under construction 75% complete	$ 180,000.00	Bender	
26	PK Court House	DS	DB		UPPER		Pre App under review by Village	$ 16,000,000.00	CSA	314-26008-560620-CP1503
27	Cotton Property	DS	DB		LOWER		Owners getting their own appriasal	$ 25,000.00	Horn	
28	Sugarloaf Fire Dorm	DS	DB		LOWER		Community/Tower negotiations	$ 300,000.00		
29	Fleet Wash Stations	JY	CR	CK	ALL		On hold for more scoping	$ 200,000.00		
30	Bernstein Park	JY	CR	CK	LOWER		Reviewing bid responses	$ 5,100,000.00	Horn	304-25000-560630-CC1403
31	MCDC & MCSO Lighting	CR	JY	VD	LOWER		Field reviews complete	$ 360,000.00		304-24000-560620-CG1515
32	MCSO Roof	JY	CR	VD	LOWER		will RFP after Chiller replacement	$ 158,000.00		
33	Ramp Repairs	JY	CR	VD	LOWER		RFP open April 9th	$ 180,000.00	Keith & Sc	157-62520-530340
34	Marathon Library	JY	CR	VD	MIDDLE		Programming	$ 3,500,000.00	SRS	304-25000-560620-CC1401
35	Crawl Key Fire Training	JY	CR	VD	MIDDLE		50% complete On schedule	$ 2,100,000.00	Horn	314-26008-560620-CP1502
36	Transfer Stations Office	CK	JY		MIDDLE		Construction docs complete by March 1st	$ 1,000,000.00	Pike	414-40000-560620
37	Med Examiners Chillers	VD	CR	JY	MIDDLE		Chiller ordered construction to begion in april	$ 80,000.00	Contractor	

38	Pigeon Key Fire Sprinklers	JY	DB	CK	LOWER		Construction docs due by March	$	185,000.00	Contractor	
39	East Martello ADA upgrades	CR	CK		LOWER		Contract to BOCC in April	$	300,000.00	MBI	Grant due Jan 2016
40	Atlantic St Relocation	JY	DB	CK	LOWER		Expect City Planning approval of design March 17th	$	3,500,000.00	TYLinn	
41	KW Light House	JY	DB	CK	LOWER		Keepers Quarters on schedule	$	635,000.00	Bender	117-77040-530340-TM57492X
42	Marathon Annex, Repairs	JY	DB	VD	MIDDLE		In design	$	110,000.00	Horn	304-24000-560620-CG1509
43	Pidgeon Key Roof	JY	DB	CK	MIDDLE		Waiting on contract to be executed	$	65,000.00		119-79040-530340-TM59622X
								$	47,431,500.00		

- On Schedule On budget
- Slightly delayed Schedule or Budget Changes
- Off Schedule Off Budget

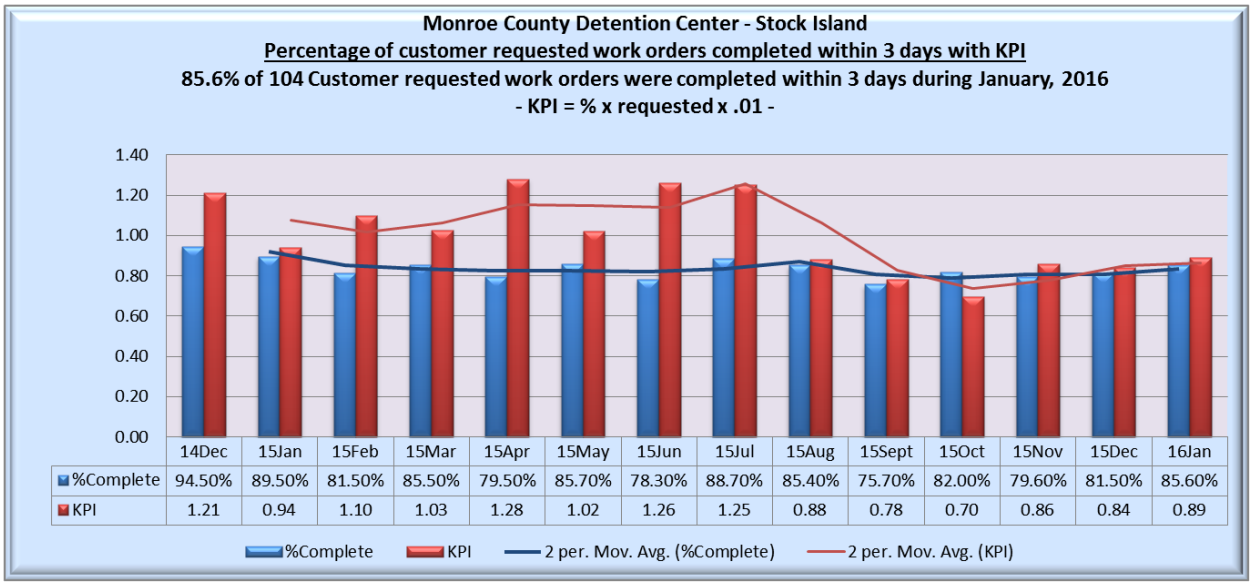
Corrections/Facilities

Stock Island Detention Center

- Completed cleaning of cooling towers 1 & 2.
- Completed air handler damper replacement.
- HVAC Improvements-Stock Island Jail Complex project was advertised on DemandStar.
- Completed repair of kitchen freezer #2 insulated ceiling.

MCSO Administration Building

- Completed cleaning of cooling tower.



	14Dec	15Jan	15Feb	15Mar	15Apr	15May	15Jun	15Jul	15Aug	15Sept	15Oct	15Nov	15Dec	16Jan
%Complete	94.50%	89.50%	81.50%	85.50%	79.50%	85.70%	78.30%	88.70%	85.40%	75.70%	82.00%	79.60%	81.50%	85.60%
KPI	1.21	0.94	1.10	1.03	1.28	1.02	1.26	1.25	0.88	0.78	0.70	0.86	0.84	0.89

Facilities Maintenance/Parks & Beaches

Lower Keys

- Reinstalled repaired air purification ion generator at Freeman Justice Center air conditioning system.
- Completed floor repairs at the Key West Lighthouse Gift Shop.
- Continue construction of added closets at Bayshore Manor.
- Painted the children's section interior walls at the Key West Library, nine rooms at Bayshore Manor, walls and floors at Bernstein Park Restrooms and five Health Department Offices at the Gato Building.
- Completed interior painting of the State Attorney Offices at the Lester Building 3rd floor.
- Issued purchase order to replace all carpeting at the Lester Building 3rd floor.
- Continued replacement of the Key West Lighthouse perimeter wall wood fence pickets.
- Performed FKAA required backflow preventer testing for Bayshore Manor, Key West Library, Lester Building, Harvey Government Center, Key West Public Works Complex, Stock Island Fire Station, Big Coppitt Fire Station and Big Pine Key Watson Field.
- Removed bee hive from the Kapok tree in front of the Harvey Government Center.
- Treated Harvey Government Center for subterranean termites.
- Replaced sand at Higgs Beach seawall erosion areas.
- Started Little Torch Key boat ramp dock decking repairs.

- Replaced handrails at the Key West DMV.
- Assembled new table for the Key West TDC office.
- Built portable barricades at the Carpenter Shop.
- Replaced Tax Collector sign at the Harvey Government Center drive through area.
- Replace a thirty foot section of sidewalk at Key Haven.
- Repaired roofing and soffits at the Key West Garage storage building.
- Completed conversion of Lester Building parking lot lighting to LED type.
- Started lighting maintenance and LED conversion at Baypoint Park.
- Repaired Harvey Government Center irrigation piping damaged by Kapok tree roots.

Middle Keys

Marathon Library

- Created chalk board for children's area.

Marathon Government Annex

- Completed furniture assembly for Emergency Management.

Marathon Government Center

- Completed replacement of 15hp motor for 40-ton air handler.

Upper Keys

Murray Nelson Government Center

- Provided assistance in (15) events.
- Assisted the Florida Keys Council of the Arts in transporting art work from the Murray Nelson Government Center to Islamorada and then to Marathon.
- Assisted Supervisor of Elections with transporting equipment back and forth for early voting.
- Picked up stones in Miami to be used for landscaping at the main entrance of the building.
- Repaired wooden door in the marina area.
- Replaced 24 lamps and 4 ballast.
- Resolved plumbing issue.

Plantation Key Courthouse

- Resolved A/C issue.
- Replaced 44 lamps; 4 exterior lamps; and, 7 ballasts.
- Resolved plumbing issue.
- Installed 2 new doorstops in Courtroom A.
- Repaired roof in Courtroom B.
- Removed old carpet in the breakroom and kitchen area behind Courtroom B and installed tile flooring in kitchen area and new carpet on the rest of the breakroom area.
- Old lamps were replaced with retro feeding lamps and new ones were installed in the breakroom, hallway, and Jury's room.
- Jury's room, hallway, bathroom, breakroom and stairwell were painted.
- Replaced old ceiling in the hallway.
- Built temporary handicap ramp for juror's box.
- Contractor inspected A/C system in State Attorney's Office.

Islamorada Library

- Resolved plumbing issue.
- Replaced 52 lamps and 6 ballasts.
- Replaced receptacle.
- Repaired roof and ceiling in hallway area.
- Disposed of back room old metal shelving units.

Key Largo Library

- Replaced 4 lamps.
- Repaired front door.
- Assisted IT Department relocating an outside receptacle to the inside and fixed drywall.
- Assisted IT Department disposing of 18 old/obsolete PC's form library to the transfer station. Units out of inventory.

Ellis Building

- Repaired door in Stephanie's office.
- Repaired basement fence.
- Replaced 22 lamps and 4 ballast.
- Resolved plumbing issue.
- Contractor installed damper on fresh air duct at the Tax Collector's Office and inspected an A/C vent at the Property Appraiser Office.

Tavernier Fire Department

- Assist IT Department with pest control due to ants on computers.
- An inspection of the generator was performed.
- Contractor Ricks Garage Doors, INC. replaced fuse and loose wire on Bay Door #1.

Key Largo Animal Shelter

- Trimmed trees.

Spottswood Building

- Assisted Social Services in moving some file cabinets and main office desk.
- Replaced old damaged ceiling tiles throughout the building.

Carpenter Shop

- Replaced 2 lamps.

Plantation Key Garage

- Replaced rope on flag pole.

Key Largo Rowell's Marina

- Provided assistance at the Key Largo Stone Crab & Seafood Festival event.

Ocean Reef Growth Management Permit Office

- Assisted Growth Management Department by transporting a file cabinet.

Parks and Beaches Department

Key Largo Park and Duplex

- Repaired tennis court net pole and tensioner and installed pole.
- Replaced broken lock in Duplex apt#1.
- Repaired swing set in playground area.
- Replaced tennis court area ramp.
- Resolved a plumbing issue.
- Contractor resurfaced the hockey & basketball court.
- Replaced 10 lamps and 3 ballasts.

Harry Harris Park

- Replaced burned wires and breakers in the main electrical box in admissions booth.
- Removed and repaired toilet stall door in women's bathroom.
- Reconnected WI-FI.
- Replaced 1 regular lamp with LED lamp.
- Notes:
- Preventive Maintenance completed for some HVAC units.
- Employees attended the Monthly Safety training.
- Fire Extinguisher inspections were performed at the Courthouse, Public Works Complex, and the Key Largo Community Park.

- Dropped off light bulbs at the Layton Transfer Station.
- Provided assistance to the groundbreaking ceremony for pedestrian bridge over Marvin Adams Waterway.
- Permit to reconnect electrical service at the Lysiloma Building has been approved.
- Harry Harris Park was scheduled all month for softball and baseball practices and tournaments.
- Provided assistance to the Mesquite Productions filming crew throughout the Upper Keys for the filming of the Bloodline series and on several other filming events performed throughout the Upper Keys areas.

Fleet Management

- Received payment for sale of 12 surplus vehicles.
- Three garages combined provided preventative maintenance and completed approximately 90 unit safety inspections.
- Three garages combined opened and/or completed approximately 216 work orders.
- Three garages combined processed and distributed approximately 7,800 gallons of unleaded gasoline; and, 3,000 gallons of diesel fuel.
- Received 1 new equipment transport trailer for Upper Keys Parks/Beaches Department.
- Received and processed 2 new brush/wood chippers for Card Sound and Road Departments.
- Generator technician diagnosed and repaired Murray Nelson Building generator; drastically reducing down time rather than wait for outside contractor to schedule and repair same.
- Received 2 new zero turn mowers for Road Department.
- Ordered 1 new box cargo trailer for Key West Road Department.
- Received 1 new Nissan pick-up truck for Building Department.
- Prepared and submitted FY2017 Fleet budget
- Prepared and submitted FY2017 Fleet rates for all county departments and agencies including Sheriff's Office.
- Prepared and submitted FY2017 vehicle replacement schedule.
- Key West garage staff made emergency repair of hydraulic lift. Purchased new air compressor to replace malfunctioning unit in Key West Garage.
- Purchased new A/C service equipment to replace malfunctioning unit in Marathon Garage.
- Prepared and submitted fuel contract consent to assignment for BOCC approval.

Solid Waste Management

Recycling Department

- Staff was in Waste Management, Marathon Garbage and Keys Sanitary service areas with the ongoing inspections of commercial and residential solid waste and recycling services.
- Staff met, Nicole Calderon, a resident of Keys Lake Villas in Key Largo. Ms. Calderon and other residents are concerned about the lack of recycling. Staff has spoken to the management company in the past about recycling and the cost savings. Management was not convinced residents wanted it or that it would work at the complex. Ms. Calderon is going to start a petition for residents to sign requesting that recycling be provided by management. Once the petition is complete, staff will meet with management; discuss the resident's wishes about a recycling program and how to monitor the recycling carts for a successful program. Staff will provide recycling information for each tenant.
- Staff met with the owners of Five Brothers 2 grocery on Ramrod Key concerning recycling information and dumpster sizes that was given to them by the county's franchise hauler. The owners are looking to become a more green friendly business, and are planning to switch to

recyclable cups, plates, utensils etc. By increasing their recycling efforts a larger recycling dumpster other than their 2 yard was needed. They were told by the county's franchise hauler the recycling dumpster they had was the largest size available to them. Staff explained that the county's solid waste agreement with the franchise hauler that requires them to make available dumpster sizes up to 8 yards for commercial garbage and recycling. Staff also provided the county's information on what is recyclable to correct the wrong information provided by the franchise hauler. Staff will address these issues with the franchise hauler to make sure they are corrected to the satisfaction of the customer.

- Staff is preparing a webinar presentation on the success and challenges of recycling in Monroe County. The webinar on March 23rd will include a Q&A session and be available to all municipalities, counties and members of Recycle Florida Today.
- Staff met with Carmen Garcia (Graduate Student of the Patel College of Global Sustainability) and Alison Higgins, Sustainability Coordinator, City of Key West. Staff discussed Green Business recognition programs and the use of greener recyclable and compostable products for businesses.
- Staff Spoke with Casa Clara Condominiums resident Barb Tatarchuk. Mrs. Tatarchuk about restarting a recycling program for the 80 units located on the property. Recycling was stopped due to complaints of contamination by the franchise hauler. Staff will instruct the franchise hauler to return the recycling carts previously located on the property. Staff is providing recycling information for each tenant and signs to be placed by the recycling containers. Staff has made arraignments with Mrs. Tatarchuk for her and a few residents to monitor the recycling carts on a daily basis and remove contaminates. Staff will monitor the progress in the upcoming months.
- Staff Continues to work on the Florida Department of Environmental Protection's annual solid waste and recycling report.
- Staff provided recycling brochures and information to Rick Kuras Director of the Boy Scouts of America Sea Base located in Islamorada and Summerland Key.
- Staff helped with household hazardous waste collections at the Long Key and Cudjoe Key transfer stations.

Hazardous Material Department

- Staff held six household hazardous waste (HHW) collections in February and accepted material from 98 Monroe County residents and businesses.
- Staff filled 21 boxes of electronic waste to be recycled, weighing approximately 14,500 lbs. during this month.
- Staff recycled over 1,020 lbs. of lead sealed batteries; and recycled 77 lbs. of rechargeable batteries.
- Staff evacuated 320 spray paint cans, making them non-hazardous.
- Staff crushed 700 fluorescent, and mercury containing bulbs in house.
- Staff recycled 220 gallons of contaminated fluids.
- Staff bulked 495 gallons of latex paints and 165 gallons of oil based paints for recycling.

Social Services

OAA, Older Americans Act Programs:

Nutrition (Information in this section is for the period 12/21/2016-01/20/2016:

- C-1 Congregate Meals totaled 803 units during this period.
- C-2 Home Delivered Meals Hots totaled 147 units, and Home Delivered Meals Frozen totaled 2100 units.

In-Home Services (Information in this section is for the period 12/21/2015-01/20/2016):

- III-B Chore: 0 units this period, 0 unit's year-to-date, 0% achieved.
- III-B Screening and Assessment: 10 units this period, 10 units year-to-date, 36.24% achieved.
- III-B Homemaking/Personal Care: 100.25 units this period, 100.25 units year-to-date,25.62 % achieved.
- III-E Screening and Assessment: 0 units this period, 0 units year to date, 0% achieved.
- III-E Chore: 0 units this period, 0 units year-to-date, 0% achieved.
- III-E In-Home Respite: 20 units this period, 20 units year-to-date, 2% year-to-date-achieved.
- III-E Facility Respite: 243.75 units this period, 243.75 units year to date, 7.43% year-to-date achieved.

Non-OAA Programs:

CCDA (Community Care for Disabled Adults) for January 2016 :

- Case Management: 3.50 units for the month were produced; 102.25 units year-to-date.
- Homemaking: 130 units for the month were produced; 925 units year-to date.
- Home-Delivered Meals: 60 meals for the month were provided; 535 meals year-to-date.
- Personal Care: 56 units for the monthly were produced; 388.75 units year-to-date.
- Overall Program Achievement was 65% achieved, 35% underachieved.

CCE (Community Care for the Elderly) for the period 12/21/2015-01/20/2016:

- Case Management: 6.25 units for the period and 256.50 unit's year-to-date. 32.59% achieved year-to-date.
- Case Aide: 0 unit achieved and 0 unit year-to-date, 0 % achieved year-to-date.
- Companionship: 12 units achieved and 77 units year-to-date, 6.74% achieved year-to-date.
- Home Modification: 0 units achieved and 0 units year-to-date, 0% achieved year-to-date.
- Enhanced Chore: 0 units achieved and 0 units year-to-date, 0% achieved year-to-date.
- Chore: 22.50 units achieved and 76.50 units year-to-date, 60.29% achieved year-to-date.
- Homemaking: 641.25 units for the period and 3933.75 units year-to-date 62.20% achieved year-to-date. There are 58 clients on the waiting list.
- Specialized Medical Equipment: 0 unit for the period and 1 unit year-to-date, 1.34% achieved year-to-date.
- Personal Care: 525 units for the period and 3122 units year-to-date. 57.87% achieved year-to-date.
- Respite: 165.50 units for the period and 915.25 units year-to-date. 91.34% achieved year to date. There are 4 clients on the waiting list.

CCE overall is at 51.68% achievement. We are 6.65% underachieved

ADI (Alzheimer's Disease Initiative) for the period 12/21/2015-01/20/2016: 260.50 units were produced for IN HOME RESPITE and 1955.50 units year to date, 43.41% achieved to date. units for this period for FACILITY RESPITE are 956.81 and 4912.26 year to date. 91 % achieved to date.

HCE (Home Care for the Elderly Program) for the period 1/16/16-2/15/16: 10.50 billable units this period 108.0 billable units year-to-date at the beginning of the contract year, 51.33 % achieved.

Monroe County Transit
Department Activity for February 2016

- One-way trips provided: 1,661
- Unduplicated clients served: 232
- Special Needs Clients registered: 500

Deposited Revenue: $561.00
Periods Expenditures: $49,613.05
Percentage Spent Fiscal YTD: 21.2%

Incoming calls, provision of information and referrals 288
Staff responded to incoming calls providing information and referrals to callers based on specific inquiries and/or needs. These inquiries range from how and where to apply for Food Stamp benefits, where the closest food bank is located, how to report suspected abuse, or to find out what available services there are at the time.
Other callers are scheduled for intake by Social Services case management staff to cover Possible programs such as LIHEAP, ESG rent assistance, prescription drug assistance, and welfare assistance.

Info and Written Referrals	259	
Unduplicated Welfare client households that received service	141	
New Welfare cases receiving service	32	
Low Income Home Energy Assistance Program cases-	21	$5,775.00
Low Income Crisis Assistance cases –	28	$4,980.95
Home and field visits	17	

Home and field visits cover visits to In-Home, Nutrition, WAP, and ESG rent clients. Case Managers make these visits to perform annual or semi-annual updates for In-Home and Nutrition clients. WAP clients are visited for testing for possible Weatherization services to their homes. ESG rent clients are visited for the Habitability Study required prior to receiving rental assistance through this grant.

Office visits 196
Office visits reflects the number of visitors that come into to all three locations of our Social Services offices throughout the month.

Prescriptions		3	$1,383.95
SHIP cases	Open	28	
HCRA	Pending	2	

BAYSHORE MANOR

Bayshore Manor's current census is twelve residents. The current census is three private pay and nine subsidize residents. Bayshore Manor provided 355.75 hours of OA3E respite care and 0 hours of ADI care this month. Bayshore Manor has six OA3E clients and no ADI clients.

There are two clients on the waiting list.

Revenue for February 2016	$24,569.32
Expenditures for the same period	$54,888.06
Percentage of the budget spent year to date	29.69 %

Emergency Services

FIRE RESCUE

- Completed the FY17 Emergency Services Budget on time, maintaining a flat operating budget.

EMERGENCY MANAGEMENT

- Successfully completed Miami/Ft. Lauderdale UASI FY 14 desktop monitoring report. This audit assures future funding based on guidance compliance.
- Attended Southeast Regional Domestic Security Task Force meeting where the Emergency Management workgroup reviewed regional Homeland Security grant expenditure proposals.
- Participated in the final Turkey Point Nuclear Power Plant Exercise planning meeting with Florida Power and Light, FEMA, Florida Division of Emergency Management, Miami-Dade County Emergency Management and Bureau of Radiation Control in preparation for the March 15th, 2016 exercise.
- Participated in The State Severe Weather awareness week and posting relevant information to our Emergency Management website on a daily basis.
- Completed an initial review of the Department's Mutual Aid Agreements.
- The Radiological Program provided Basic Radiological Awareness training at the Monroe County Fire Station 22 in Tavernier on February 17th and 18th, 2016. The instructions were designed to appeal to responders at all levels of experience from newly hired to expert.

EMS/TRAUMA STAR

- Trauma Star flew forty-three (43) patients to mainland hospitals for definitive care.
- Completed written testing and Medical Ability Testing for EMT/Paramedic applicants.
- Completed training and testing for two (2) Provisional Paramedics to move to charge medic status.
- Conducted quarterly county-wide EMS User group meeting.
- Participated in 48-Hour Quality Management Course at National Fire Academy.
- Two (2) personnel attended EMS State of the Sciences: Gathering of the Eagles Conference.
- Attended meeting at LKMC to discuss Paramedic Student Clinical Rotation options.
- Conducted 16 hours of EMS training and orientation for two (2) new hires.
- Continued with field training of paramedics on quality assurance/billing issues of ePCR reports.

KWIA (EYW)

- Hosted and completed Part 139 (Airport Safety Inspector Class) for 19 ARFF personnel.
- Attended the quarterly Area Maritime Security Committee Meeting (AMSC).

- Participated with Emergency Management in the Turkey Point Nuclear Power Plant Tour and attended Radiological Awareness Class.
- Oversaw and participated with Airport Fire and Evacuation Drill.
- Hosted multi-company drills with fire station 8 personnel, during the annual fire pump testing at KWIA.
- Inspected and identified defects, then re-inspected all Fire Exits at KWIA.
- Responded to twenty (20) incidents on airport property including: eight (8) medical / trauma emergencies, two (2) significant fuel spills and two (2) aircraft incidents; one (1) being an aircraft accident on the GA Ramp

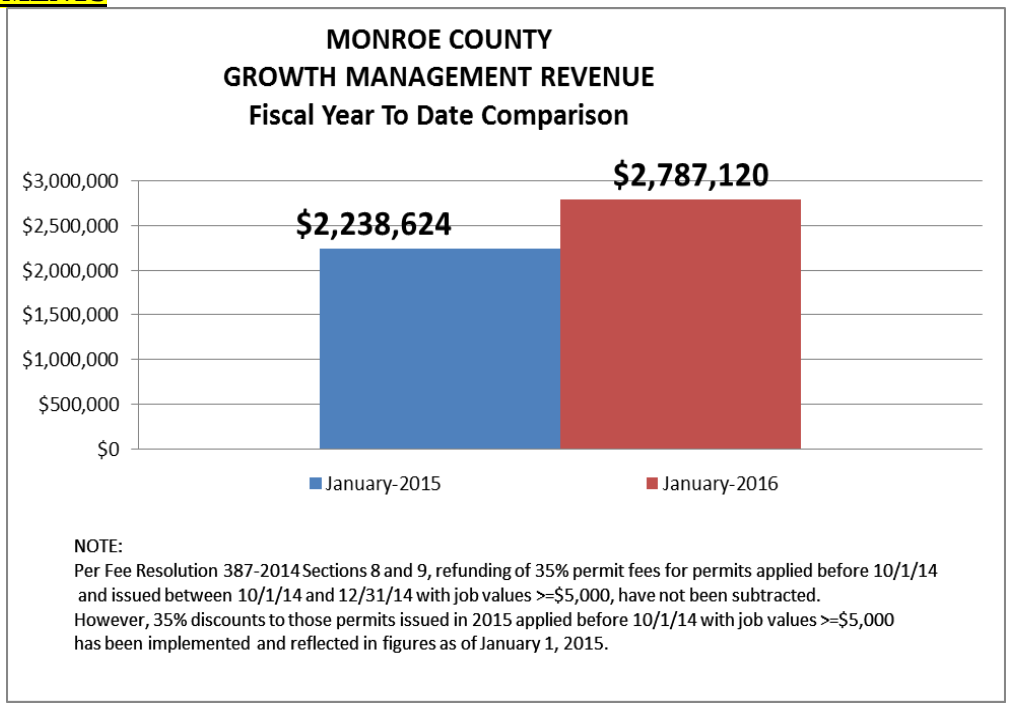
FIRE MARSHAL

- Sixteen (16) new hydrants placed on Key Haven; eleven (11) funded by FKAA and five (5) funded by County.
- Attended Growth Management presentation of new electronic plan review program providing input from Fire Department's perspective.
- Conducted Upper Keys Public School inspections with MCSD Building Official and Independent inspector – Key Largo Elementary, Key Largo Middle School, Ocean Studies Charter School, and Monroe County Adult Education facilities.
- Provided coordination for three (3) Upper Keys Public Assembly permits.
- Coordinated with the planning department three (3) new major developments planned for upper keys.
- Coordinated with Monroe County Engineering Office on road abandonment/site redevelopment for new upscale trailer park in Key Largo.
- Final inspections and close out of three (3) major construction projects in Ocean Reef; approximately 50,000 SF of commercial development.

FIRE ACADEMY/TRAINING

- The in-service facility training started for calendar year 2016, included a full week of live fire training attended by Monroe County Fire Rescue, Marathon Fire Rescue and Islamorada Fire Rescue.
- Eleven (11) MCFR volunteer members completed the Emergency Medical Responder course.
- Began Volunteer Fire Fighter 1 course for MCFR volunteer members.
- Held Physical Ability Testing (PAT) and Medical Ability Testing (MAT) for new-hire applicants.

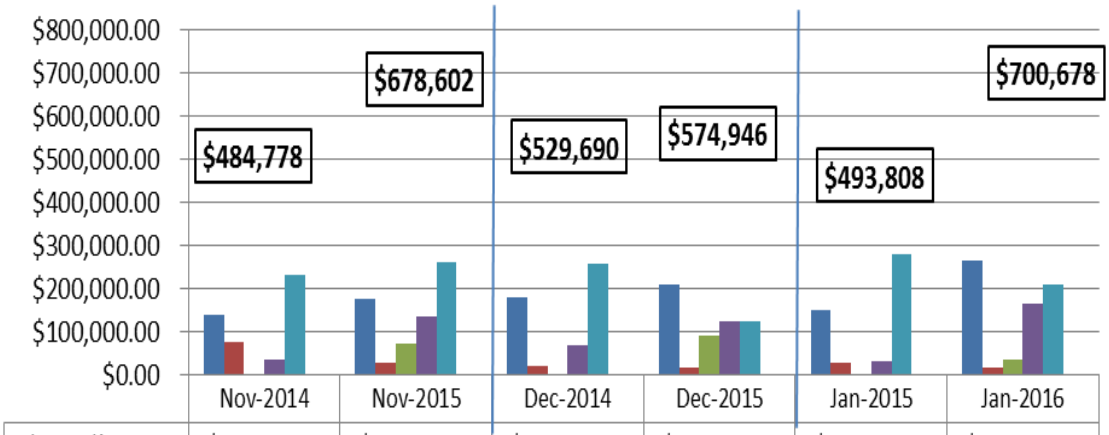
PLANNING & ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS



NOTE:
Per Fee Resolution 387-2014 Sections 8 and 9, refunding of 35% permit fees for permits applied before 10/1/14 and issued between 10/1/14 and 12/31/14 with job values >=$5,000, have not been subtracted.
However, 35% discounts to those permits issued in 2015 applied before 10/1/14 with job values >=$5,000 has been implemented and reflected in figures as of January 1, 2015.

Does not include "Boat Improvement Fund" Revenue.
OTHER =nonpermit fees
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

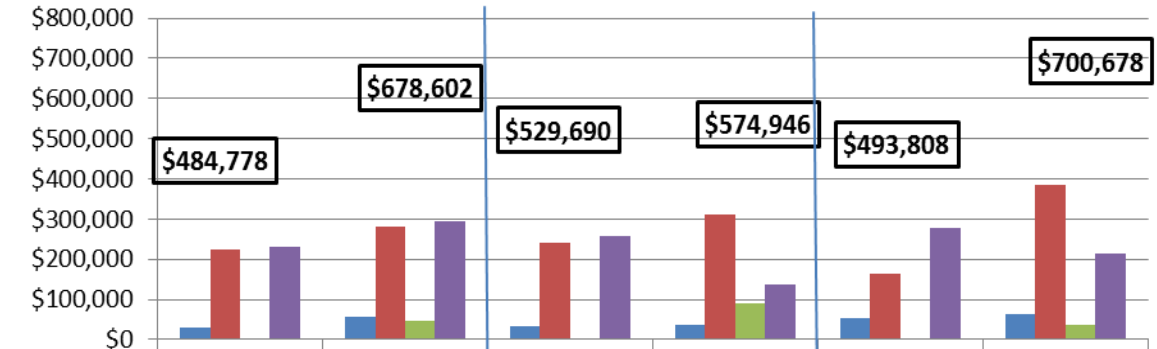
MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY PERMIT "WORK" LOCATION
Three Month - Yearly Comparison



	Nov-2014	Nov-2015	Dec-2014	Dec-2015	Jan-2015	Jan-2016
Lower Keys	$141,511.36	$175,558.40	$180,571.18	$211,951.07	$151,327.11	$267,944.09
Middle Keys	$75,614.96	$30,792.40	$21,109.30	$19,917.93	$29,900.80	$18,123.78
Ocean Reef	0	74432.36	0	91291.07	$0.00	$36,101.41
Misc/NonPermit	$34,995.91	$135,826.74	$69,887.97	$124,720.66	$32,816.36	$166,507.46
Upper Keys	$232,655.86	$261,992.54	$258,121.77	$127,064.96	$279,763.98	$212,001.08
TOTAL	$484,778.09	$678,602.44	$529,690.22	$574,945.69	$493,808.25	$700,677.82

Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

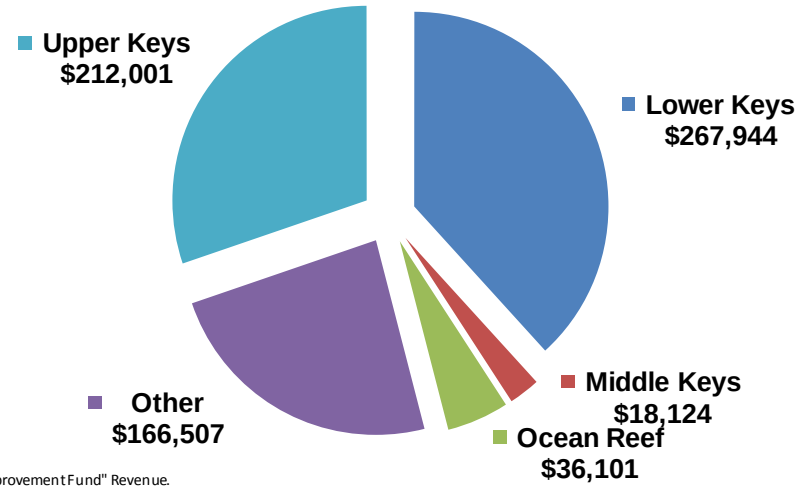
MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY OFFICE RECEIPT#
Three Month - Yearly Comparison



	Nov-2014	Nov-2015	Dec-2014	Dec-2015	Jan-2015	Jan-2016
Lower Keys	$30,170.22	$57,800.59	$34,018.39	$36,703.55	$53,690.97	$64,701.77
Middle Keys	$223,984.79	$280,378.51	$239,659.59	$311,433.83	$163,157.26	$386,180.64
Ocean Reef	0	45609.25	0	89968.39	$0.00	$35,400.25
Upper Keys	$230,623.08	$294,814.09	$256,012.24	$136,839.92	$276,960.02	$214,395.16
TOTAL	$484,778.09	$678,602.44	$529,690.22	$574,945.69	$493,808.25	$700,677.82

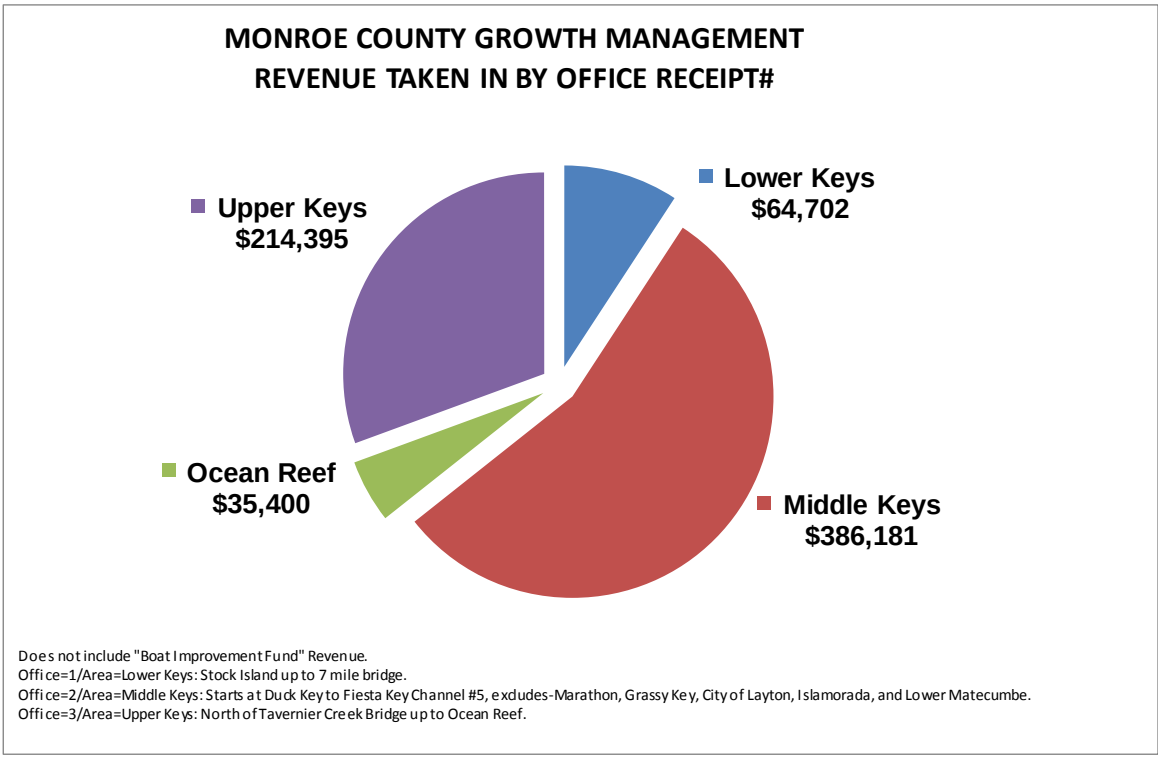
Jan 2016

MONROE COUNTY GROWTH MANAGEMENT
REVENUE TAKEN IN BY PERMIT "WORK" LOCATION



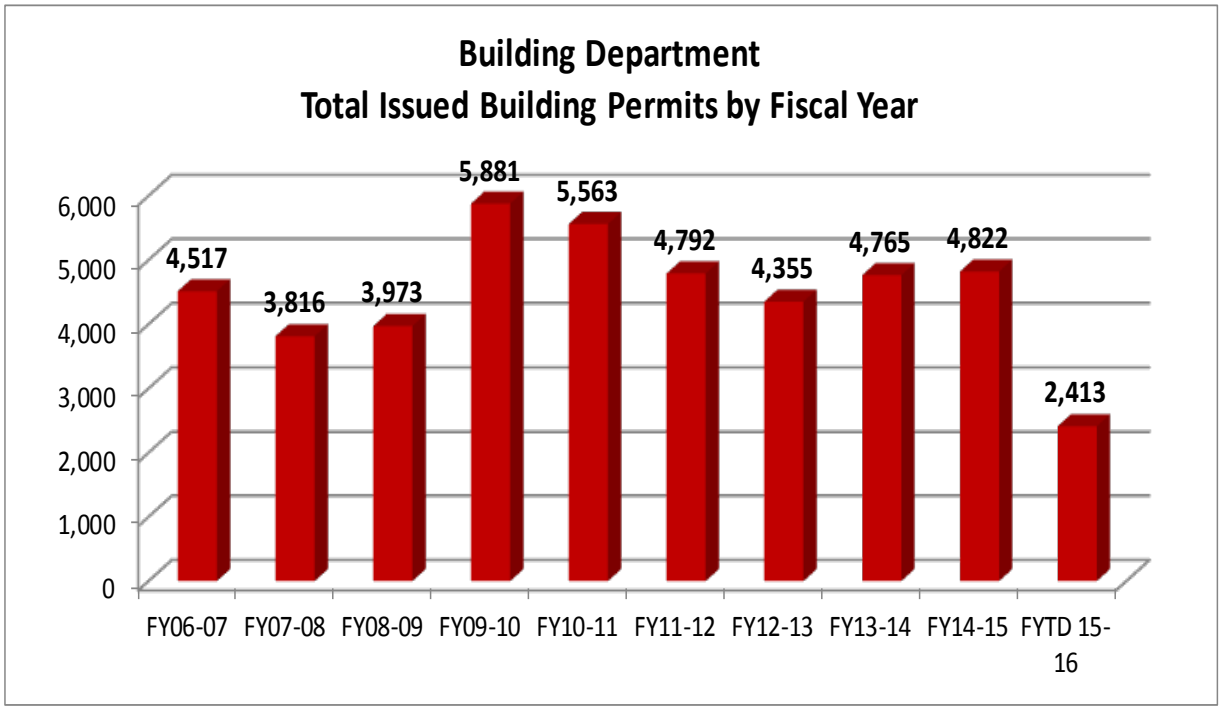
Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys: Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys: Starts at Duck Key to Fiesta Key Channel #5, excludes-Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.

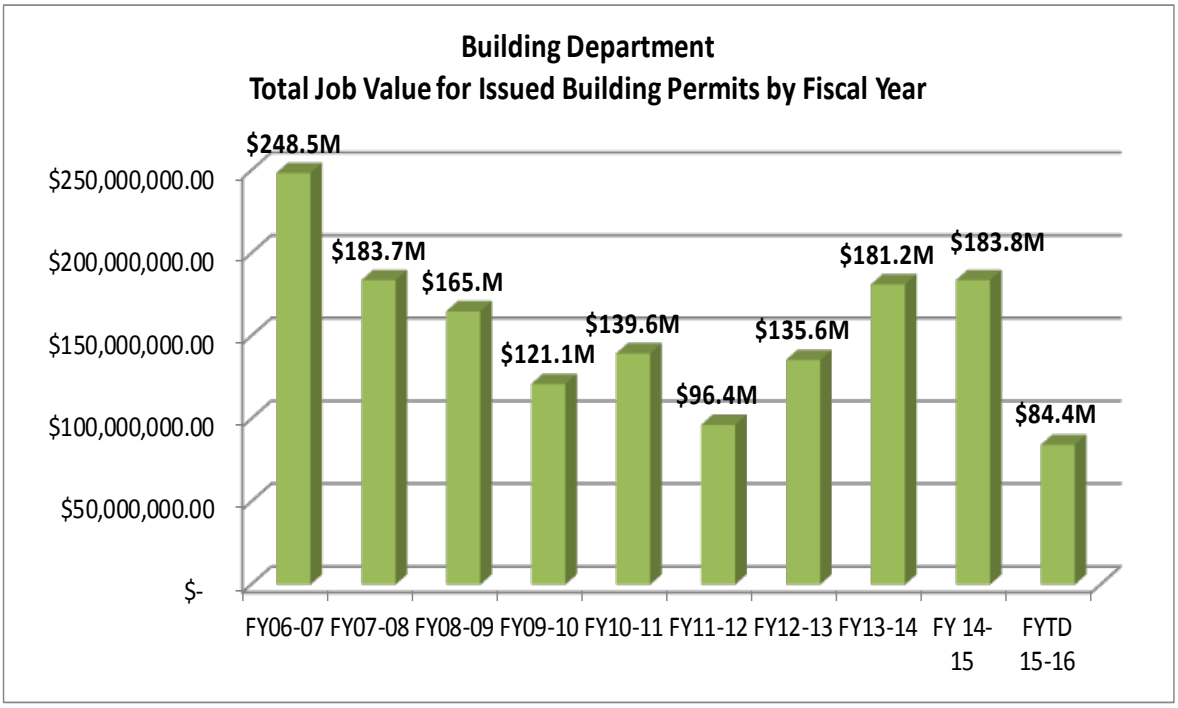
Jan 2016

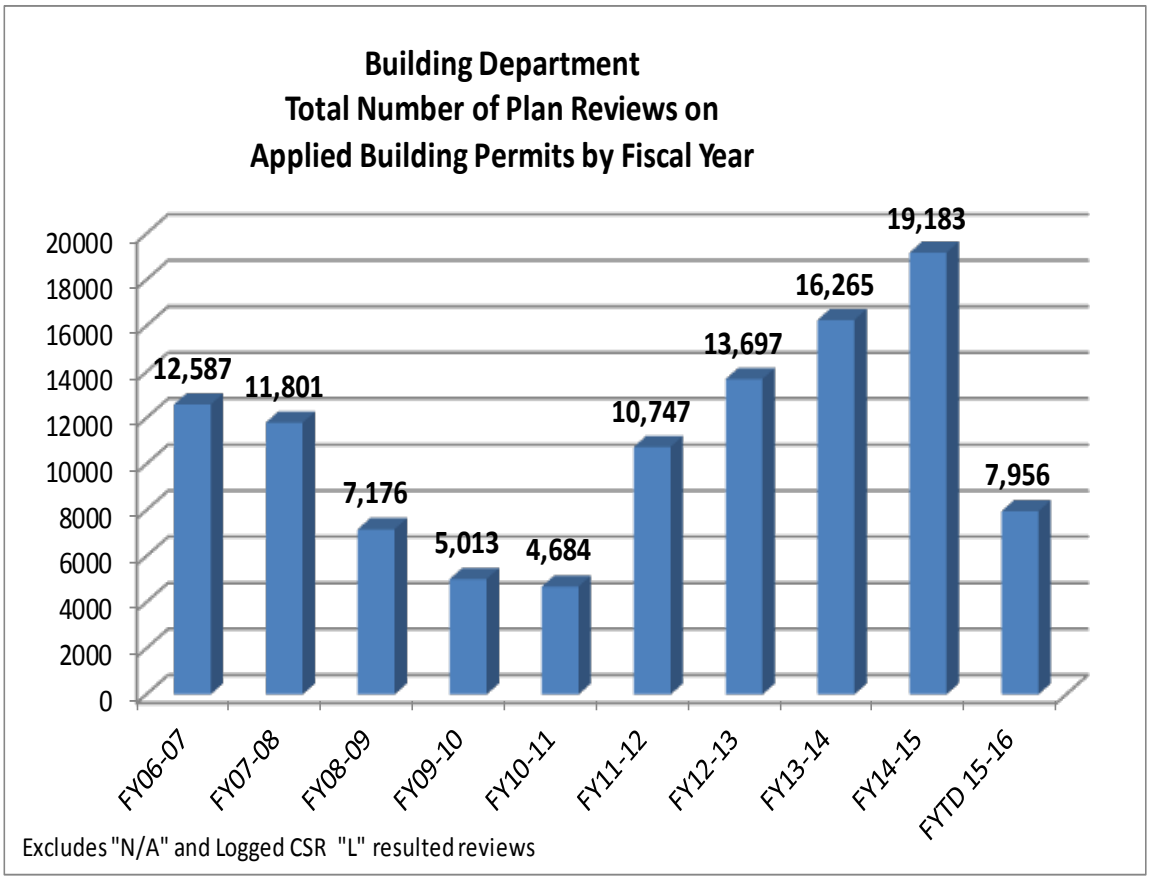


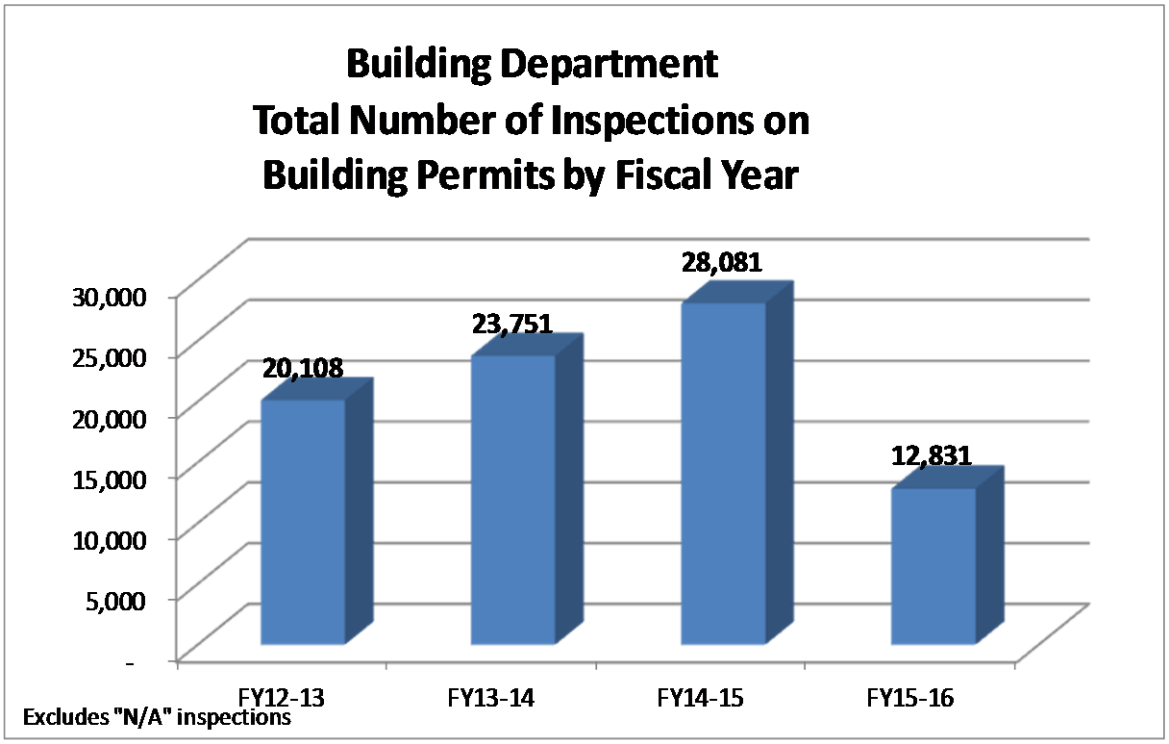
BUILDING DEPARTMENT

Jan 2016




Building Department
Total Job Value for Issued Building Permits by Fiscal Year
$250,000,000.00
$200,000,000.00
$150,000,000.00
$100,000,000.00
$50,000,000.00
$-
$248.5M
$183.7M
$165.M
$121.1M
$139.6M
$96.4M
$135.6M
$181.2M
$183.8M
$84.4M
FY06-07
FY07-08
FY08-09
FY09-10
FY10-11
FY11-12
FY12-13
FY13-14
FY 14-15
FYTD 15-16

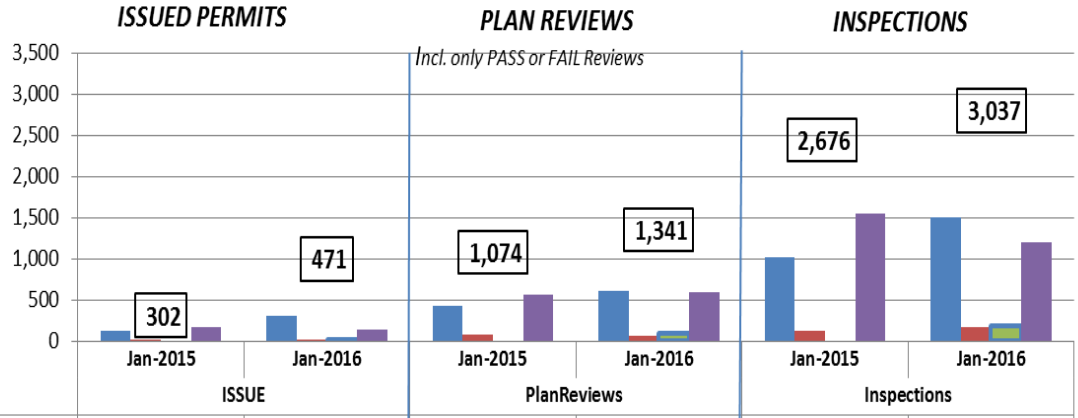

Building Department
Total Number of Plan Reviews on
Applied Building Permits by Fiscal Year
20000
18000
16000
14000
12000
10000
8000
6000
4000
2000
0
12,587
11,801
7,176
5,013
4,684
10,747
13,697
16,265
19,183
7,956
FY06-07
FY07-08
FY08-09
FY09-10
FY10-11
FY11-12
FY12-13
FY13-14
FY14-15
FYTD 15-16
Excludes "N/A" and Logged CSR "L" resulted reviews



MONROE COUNTY BUILDING DEPARTMENT

PERMIT ACTIVTY BY OFFICE

Includes all Reviewing/Inspecting Departments: Building, Fire, Planning and Environmental



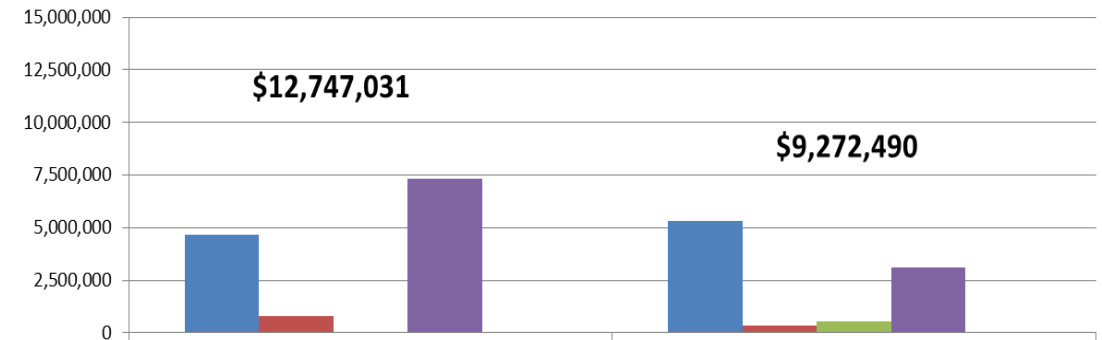
	ISSUE		PlanReviews		Inspections	
	Jan-2015	Jan-2016	Jan-2015	Jan-2016	Jan-2015	Jan-2016
Lower Keys	126	298	429	601	1,015	1,495
Middle Keys	14	17	82	56	115	160
Ocean Reef		22		92		184
Upper Keys	162	134	563	592	1546	1,198
TOTAL	302	471	1,074	1,341	2,676	3,037

Does not include "Boat Improvement Fund" Revenue.
Office=1/Area=Lower Keys: Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys: Starts at Duck Key to Fiesta Key Channel #5, excludes-Marathon, Grassy Key, City of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys: North of Tavernier Creek Bridge up to Ocean Reef.

Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

BUILDING DEPARTMENT - JOB VALUATION OF ISSUED PERMITS BY PERMIT "WORK" LOCATION

Comparison by Office

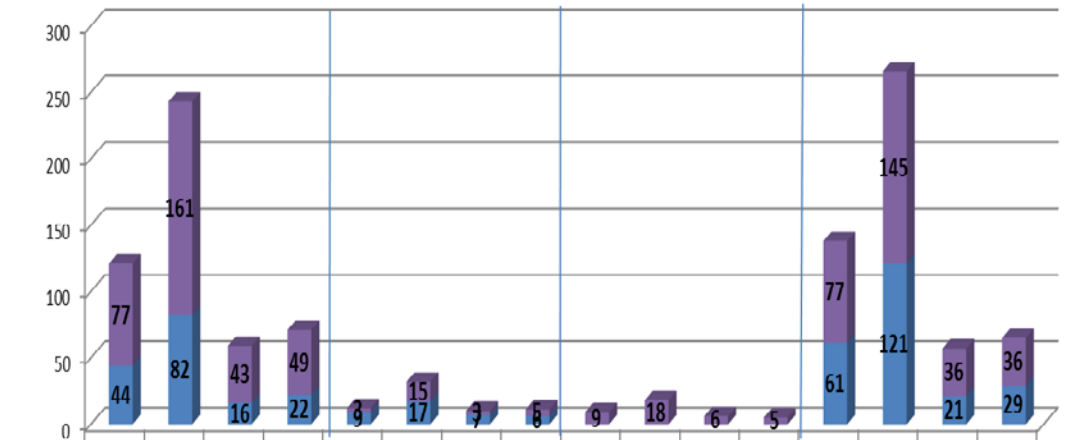


	Jan-2015	Jan-2016
Lower Keys	$4,639,832.00	$5,331,819.00
Middle Keys	$787,993.00	$331,660.00
Ocean Reef		$524,257.00
Upper Keys	$7,319,206.00	$3,084,754.00
TOTAL	$12,747,031	$9,272,490

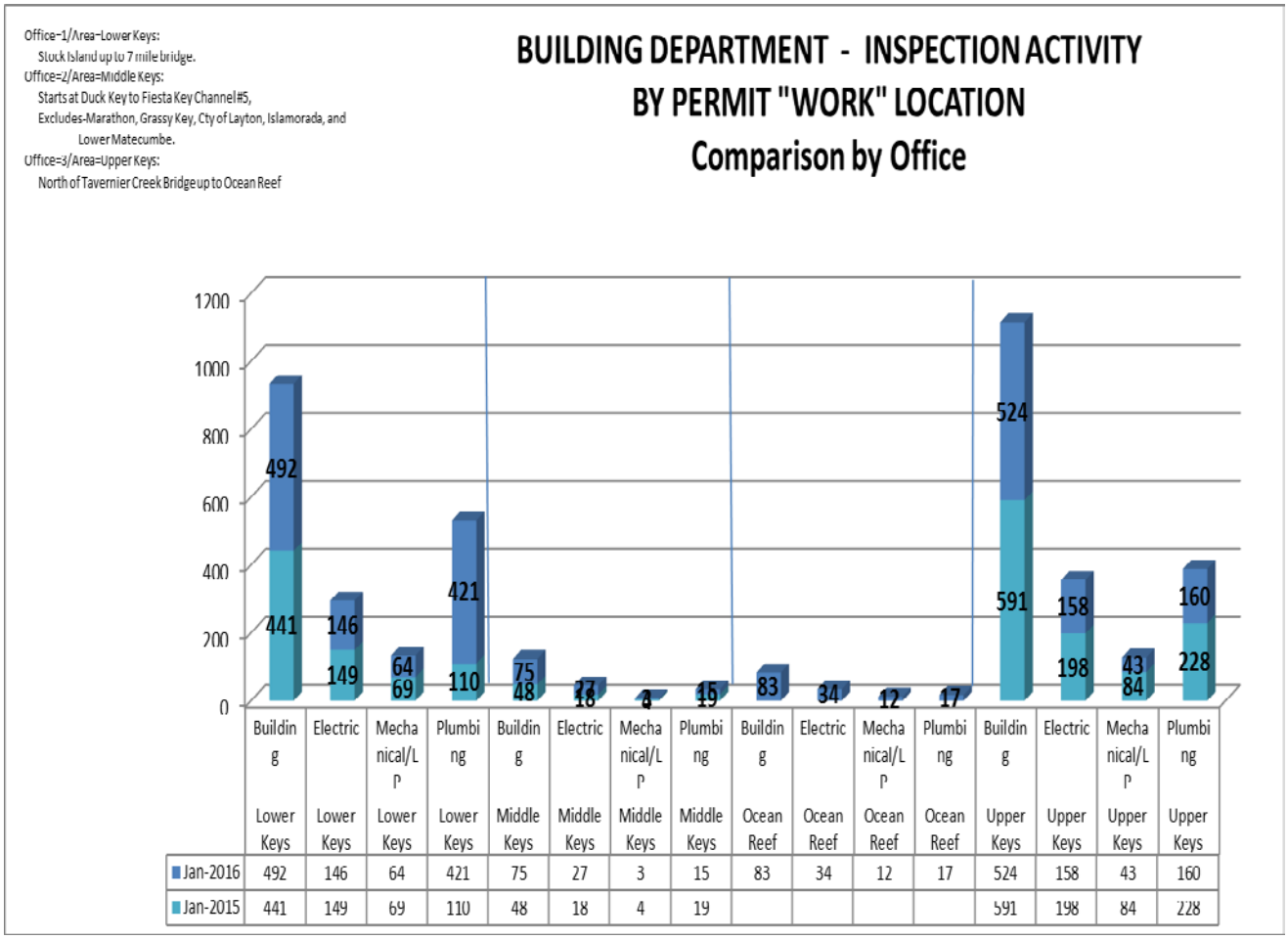
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel #5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

BUILDING DEPARTMENT - PLAN REVIEW ACTIVITY BY PERMIT "WORK" LOCATION

Comparison by Office



	ELECT Lower Keys	EXAM Lower Keys	MECH Lower Keys	PLUMB Lower Keys	ELECT Middle Keys	EXAM Middle Keys	MECH Middle Keys	PLUMB Middle Keys	ELECT Ocean Reef	EXAM Ocean Reef	MECH Ocean Reef	PLUMB Ocean Reef	ELECT Upper Keys	EXAM Upper Keys	MECH Upper Keys	PLUMB Upper Keys
Jan-2016	77	161	43	49	3	15	3	5	9	18	6	5	77	145	36	36
Jan-2015	44	82	16	22	9	17	7	6					61	121	21	29



GIS OFFICE

GIS Projects - Data/Map Requests/Technical/Programming

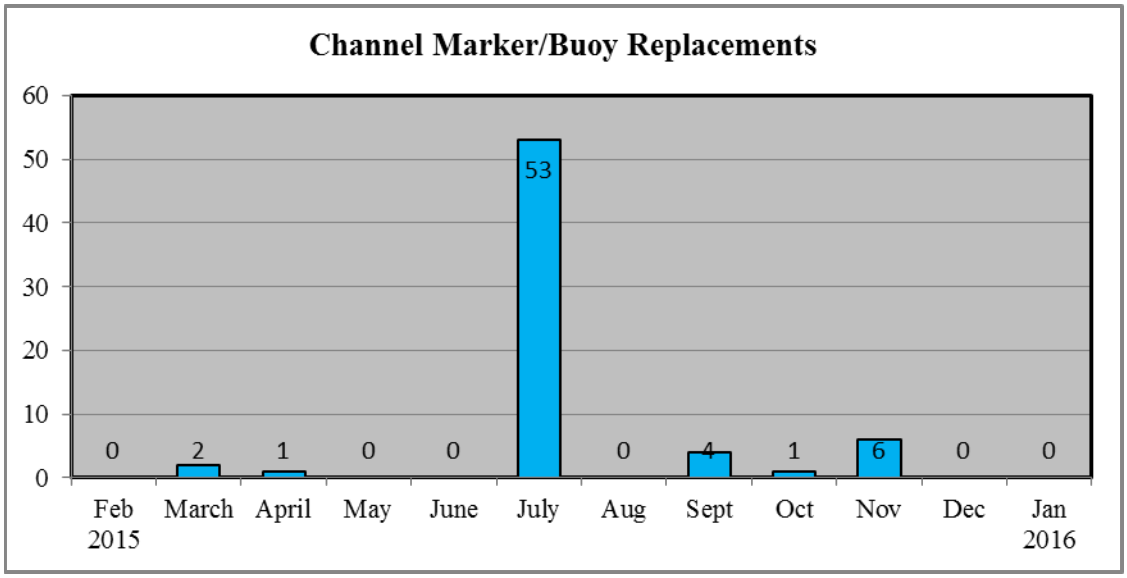
- Commercial Fishing District – Mapping – Planning - DEO
- Repetitive Loss – Mapping – Lori Lehr
- Canal Restoration – Mapping – Lisa Tennyson
- LiDAR – Big Pine Key – Planning
- GOCEAs – Mapping - Environmental
- Elevation Certificates – Mapping (in progress)
- Conservation Easements – Mapping (in progress)
- Aerial Map Book scanning (in progress)

GIS Addressing

- 16 New physical address assignments

MARINE RESOURCES OFFICE

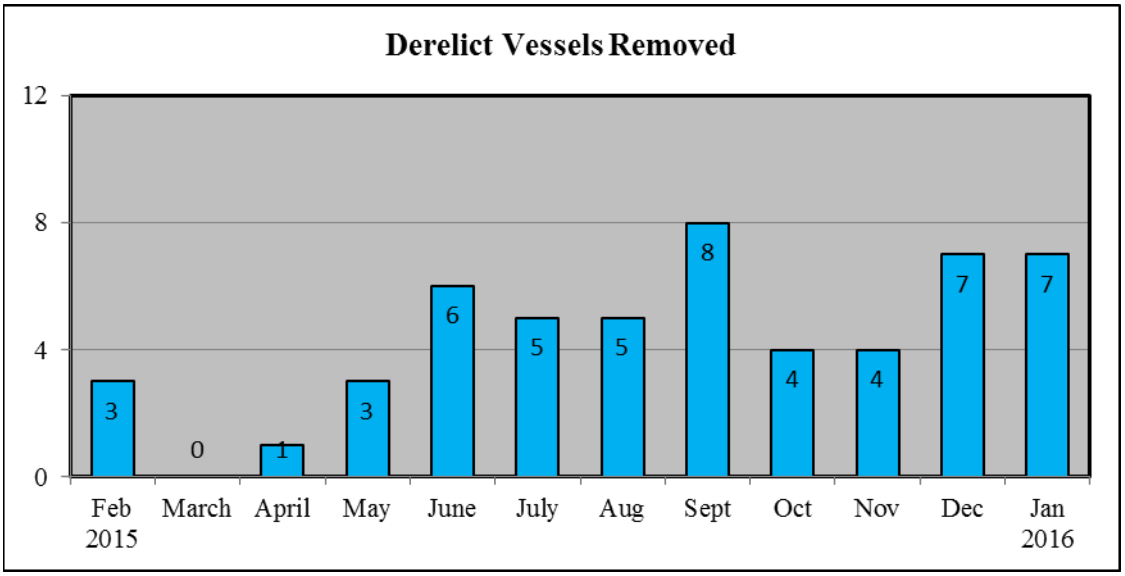
Channel Marker Program:



Month	Channel Marker/Buoy Replacement Costs
February 2015	$0.00
March	$3,000.00
April	$2,825.00
May	$0.00
June	$0.00
July	$41,965.00
August	$0.00
September	$3,700.00
October	$1,140.00
November	$6,107.00
December	$0.00
January 2016	$0.00
Total	**$58,737.00**

A large regulatory buoy replacement job was completed in July 2015, with funding assistance from an FWC Boating Improvement Program grant. Total annual costs for marker/buoy replacements for the past twelve month period were approximately 33% lower than the same timeframe in 2015 ($87,429).

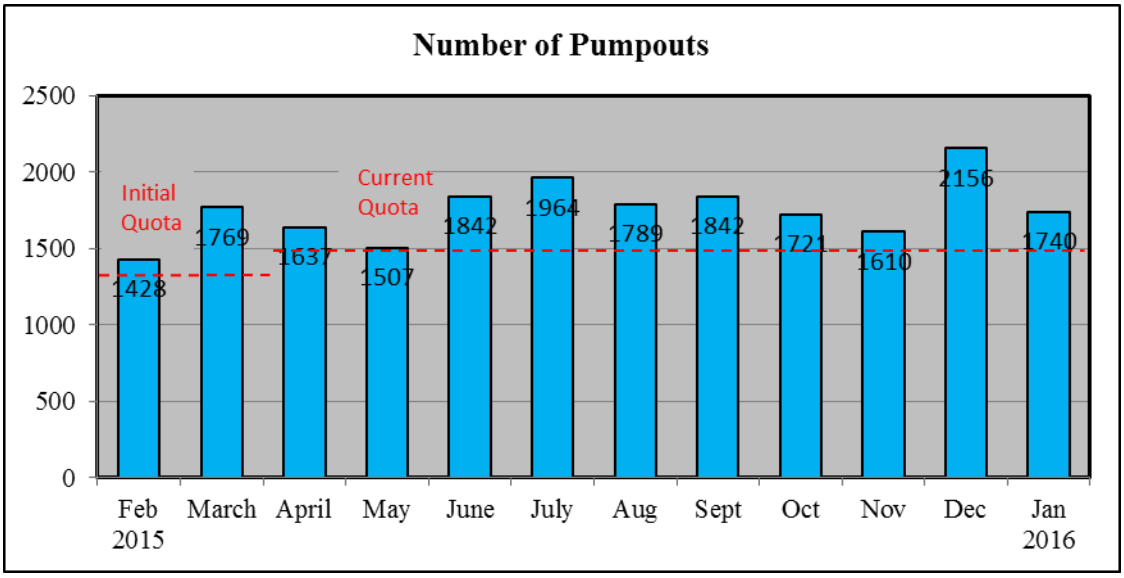
Derelict Vessel Program:

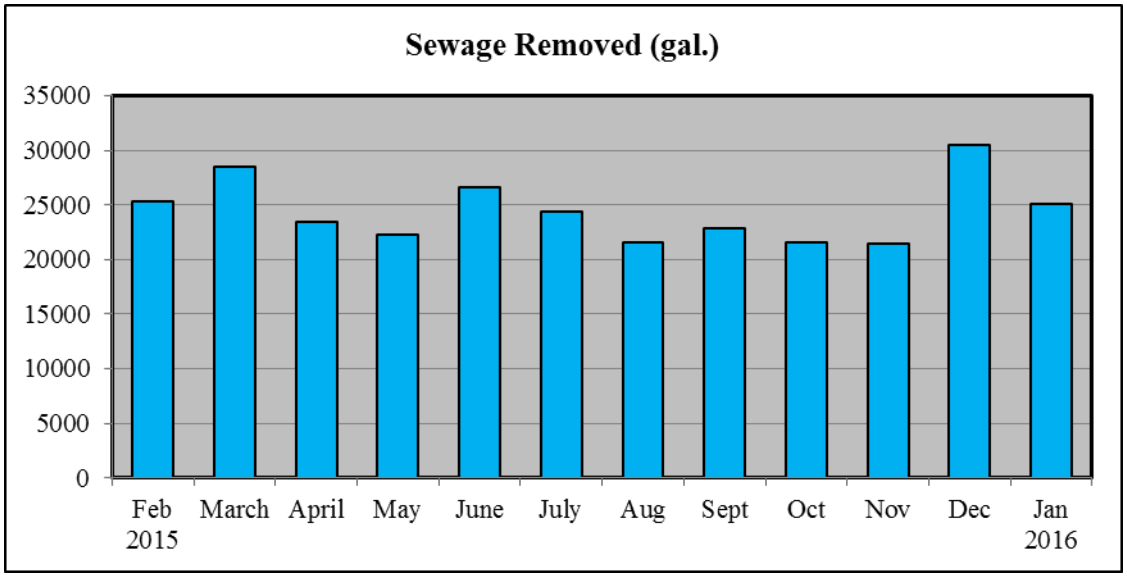


Month	Derelict Vessel Removal Costs
February 2015	$5,850.00
March	$0.00
April	$1,400.00
May	$13,000.00
June	$55,256.00
July	$7,600.00
August	$11,510.00
September	$11,449.00
October	$10,400.00
November	$18,300.00
December	$41,937.00
Jan 2016	$14,841.00
Total	**$191,543.00**

Derelict vessel removal costs for the past twelve month period were approximately 12% higher than the same timeframe in 2015 ($170,314). Note that one of the six vessels removed in June 2015 was a large vessel which was funded by an FWC Boating Improvement Program grant at a cost of $42,500.

Vessel Pumpout Program:



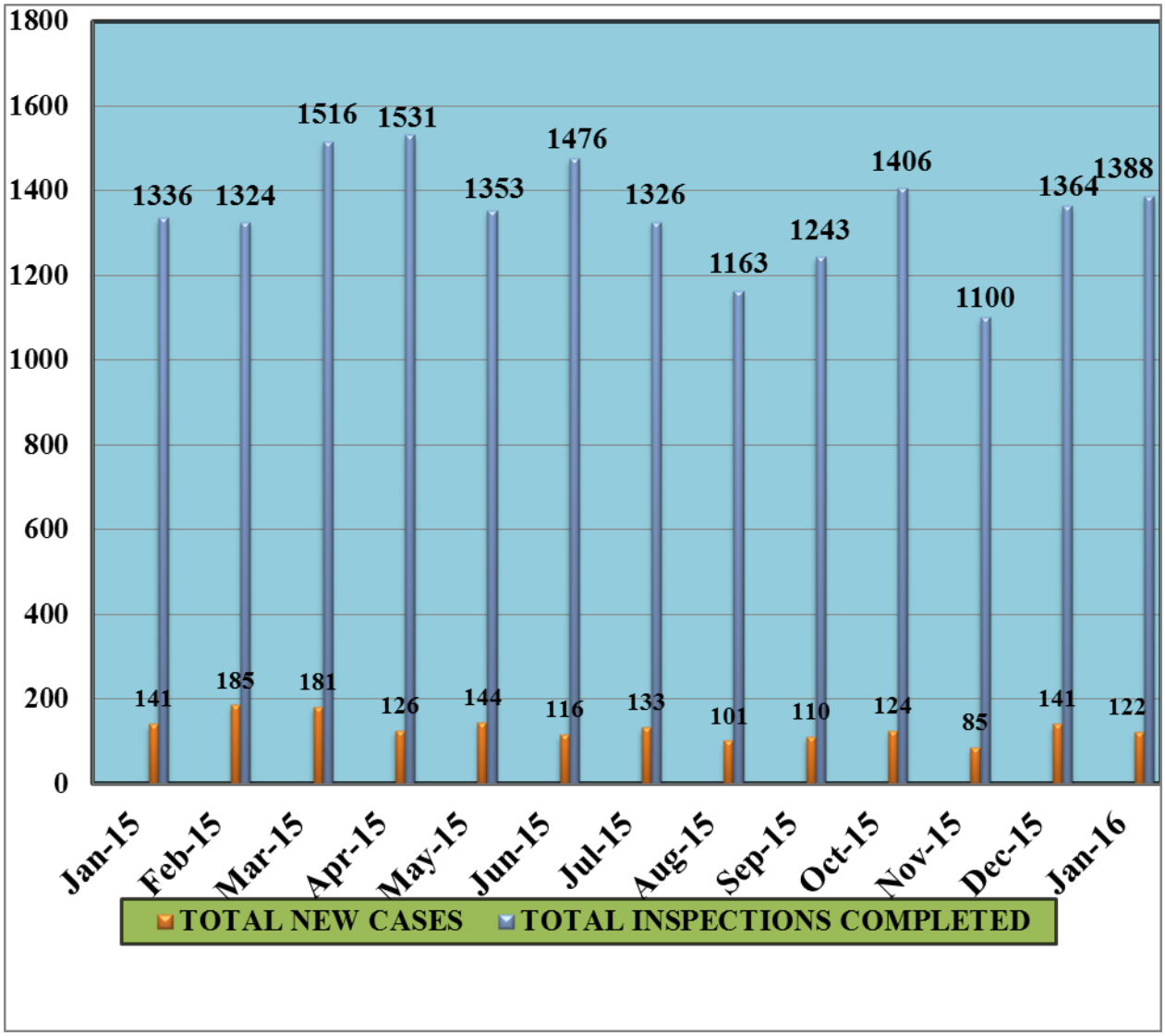


Pumpout numbers have consistently exceeded the current quota of 1500 per month, which became effective April 1, 2015.

CODE COMPLIANCE DEPARTMENT

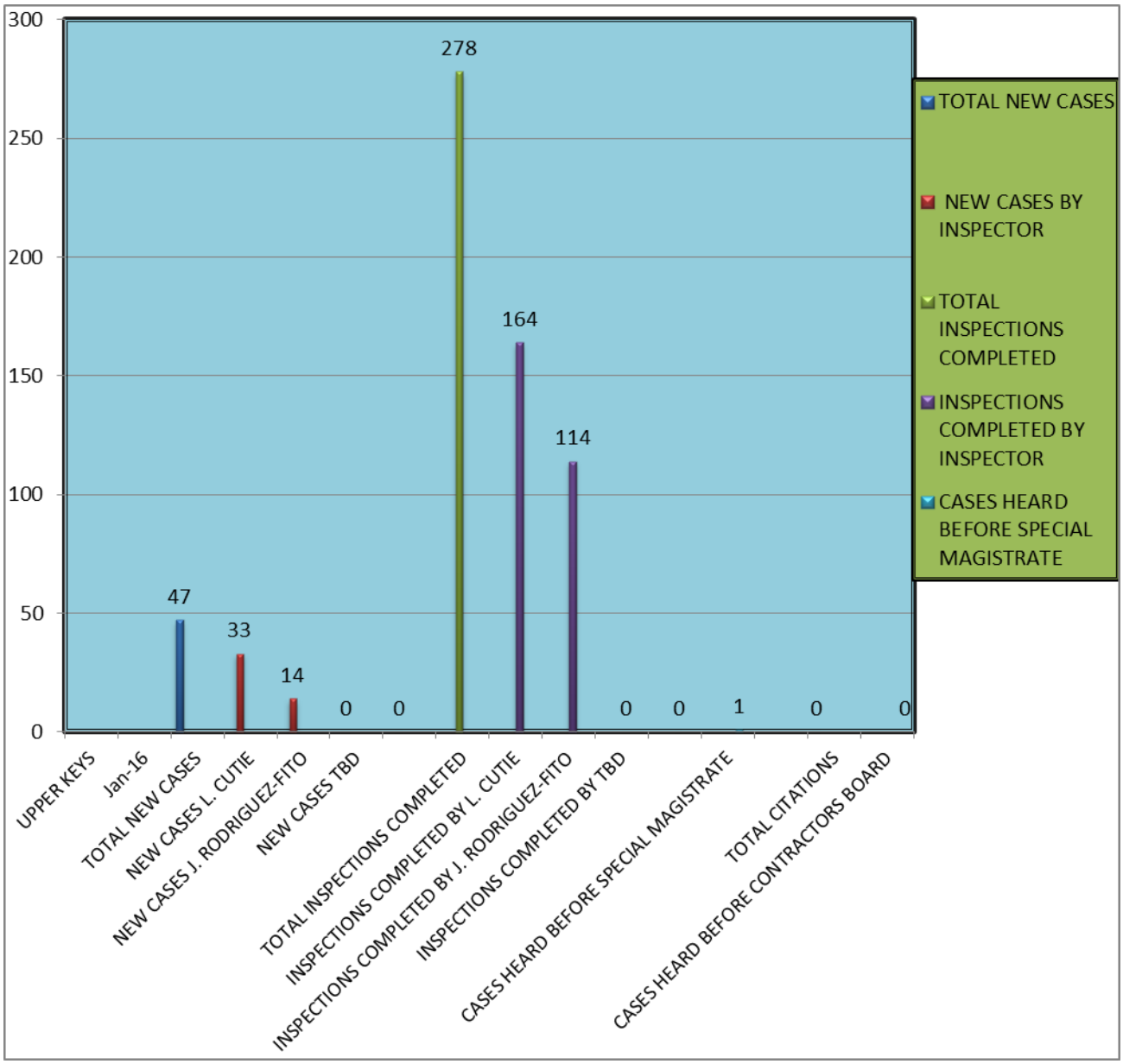
The Code Compliance Department responds to complaints received from various sources, walk-ins, phone calls, e-mails, staff and other outside agencies and departments. Staff also, is proactive identifying code violations while conducting routine field inspections.

Department Totals: New Cases 122 Inspections 1388 New Citations 7



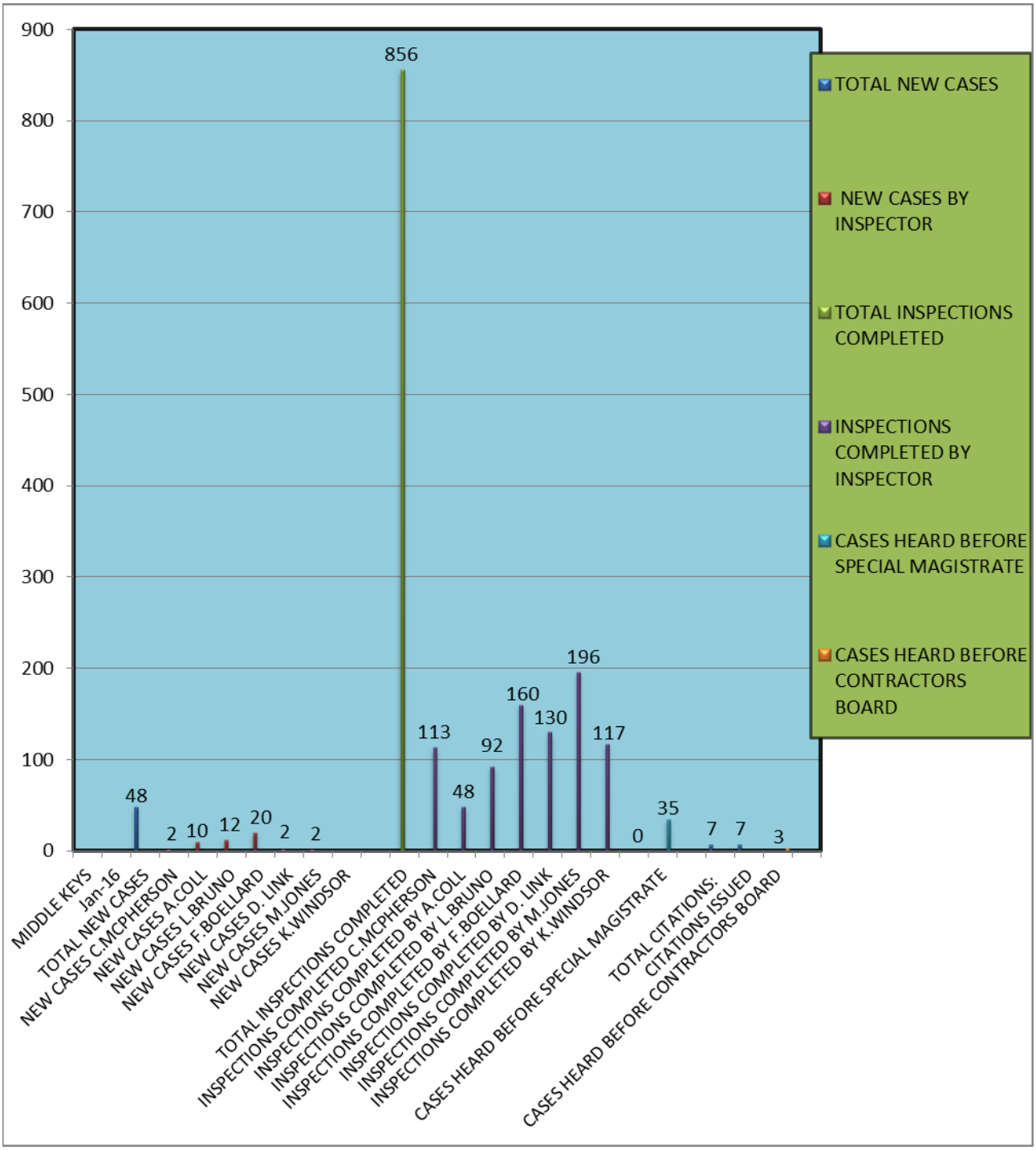
UPPER KEYS –

NEW CASES 47 INSPECTIONS COMPLETED 278 SM 1
CITATIONS ISSUED 0 CEB 0



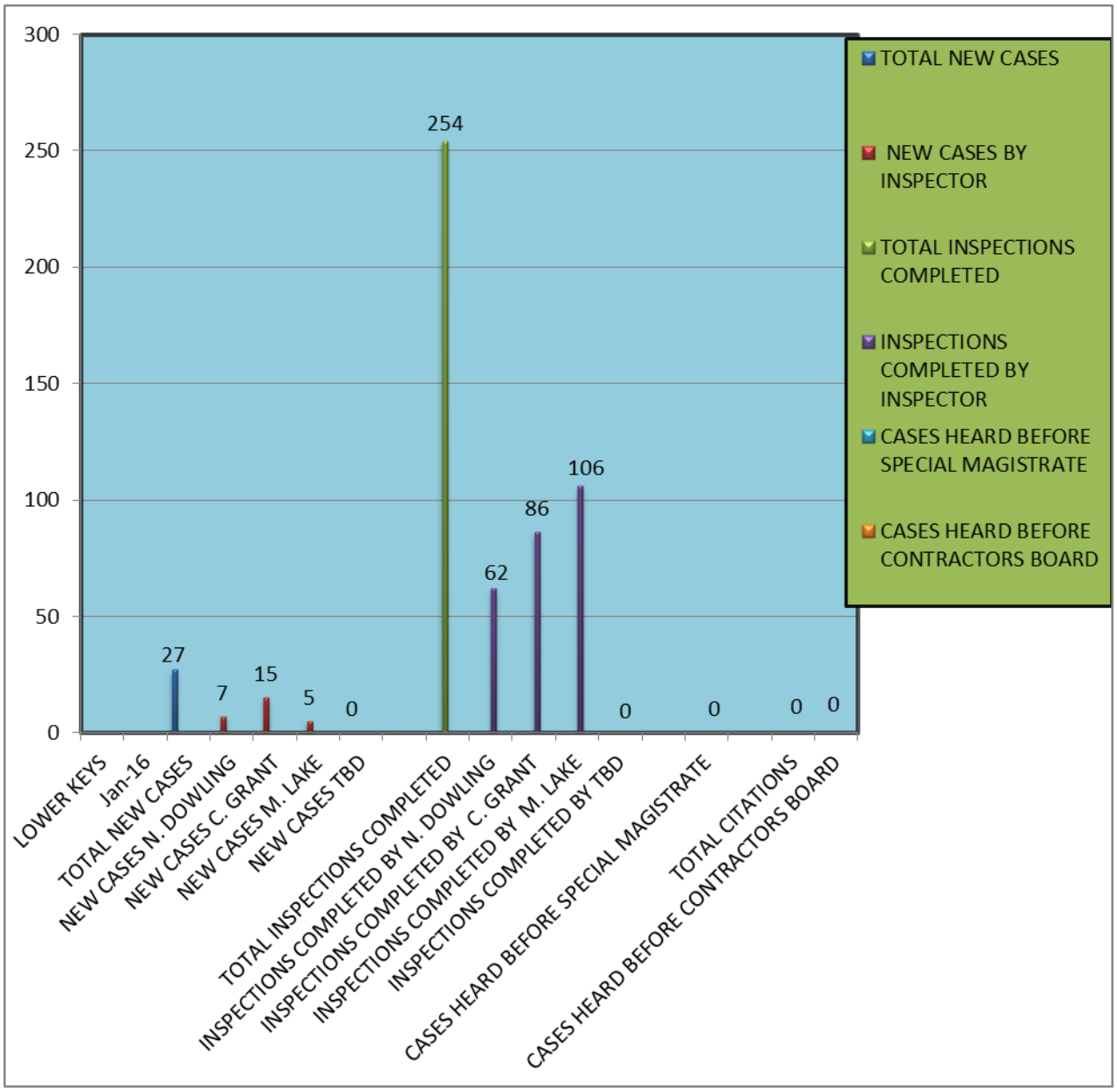
MIDDLE KEYS –
NEW CASES 48 INSPECTIONS COMPLETED 856 SM 35

CITATIONS ISSUED 7 CEB 3



LOWER KEYS –
NEW CASES 27 INSPECTIONS COMPLETED 254 SM 0

CITATIONS ISSUED 0 CEB 0



PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

The goal of the Monroe County Planning and Environmental Resources Department is to foster sustainable, quality development in the county while conserving and promoting stewardship of the county's fragile environment and the unique character of its diverse island communities.

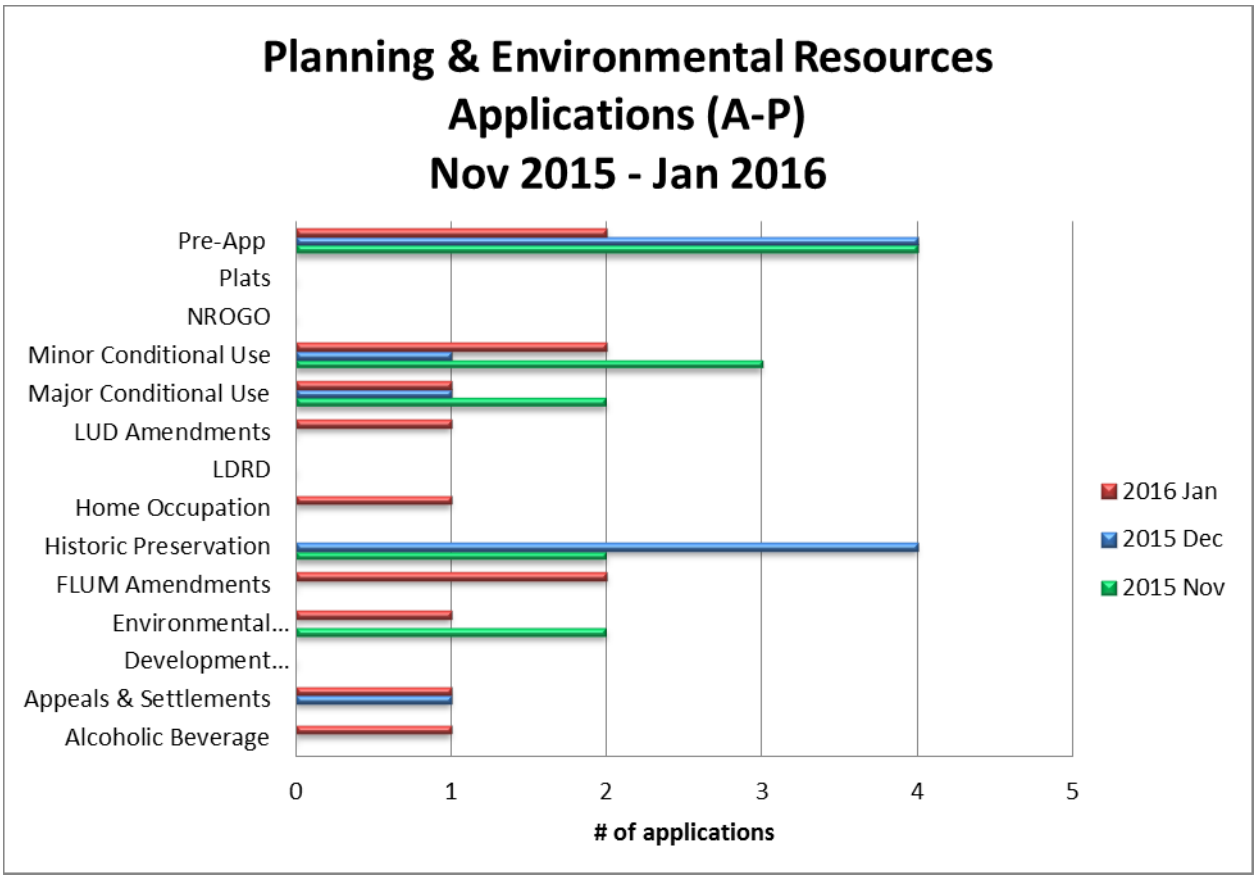
The functions of this department are implemented by the following offices:

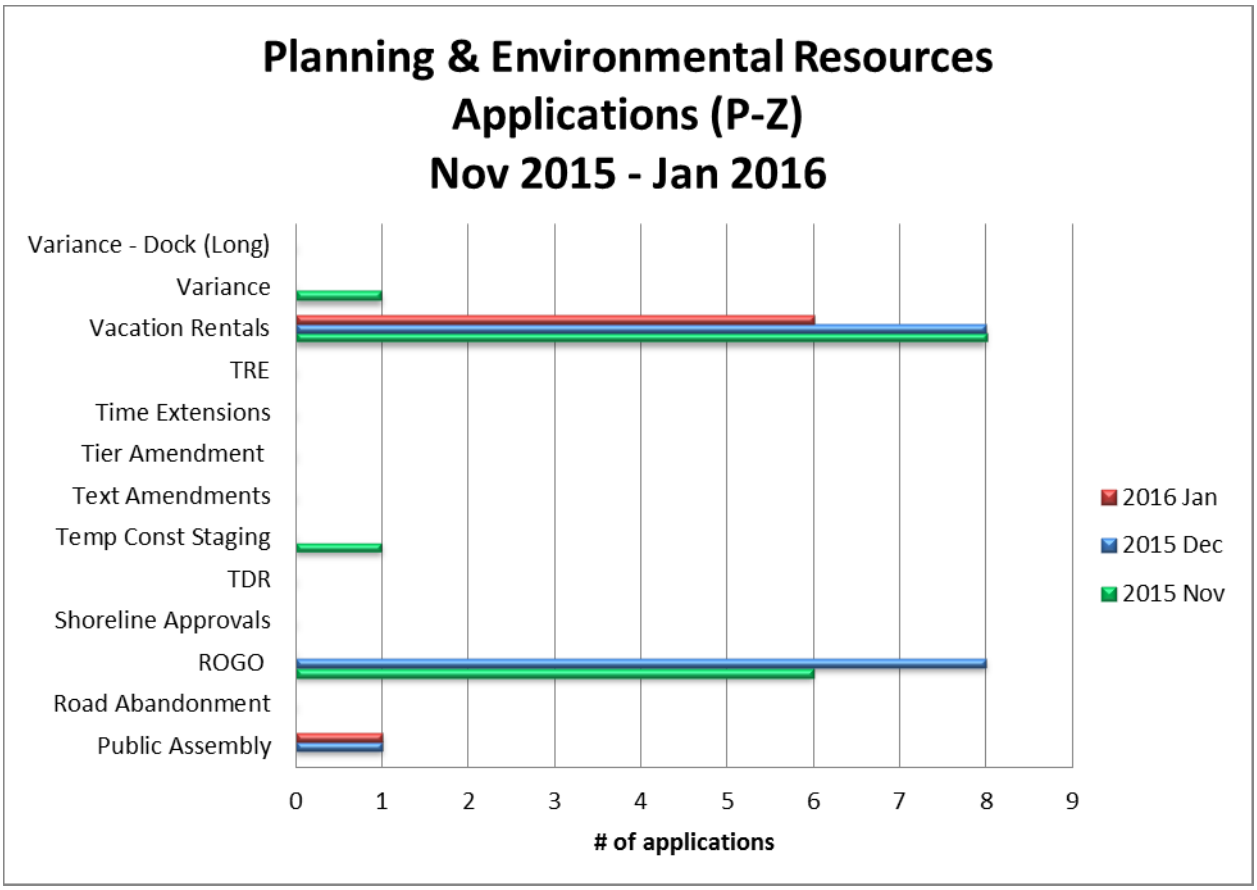
- •Comprehensive Planning & Current Planning
- •Environmental Resources
- •Marine Resources

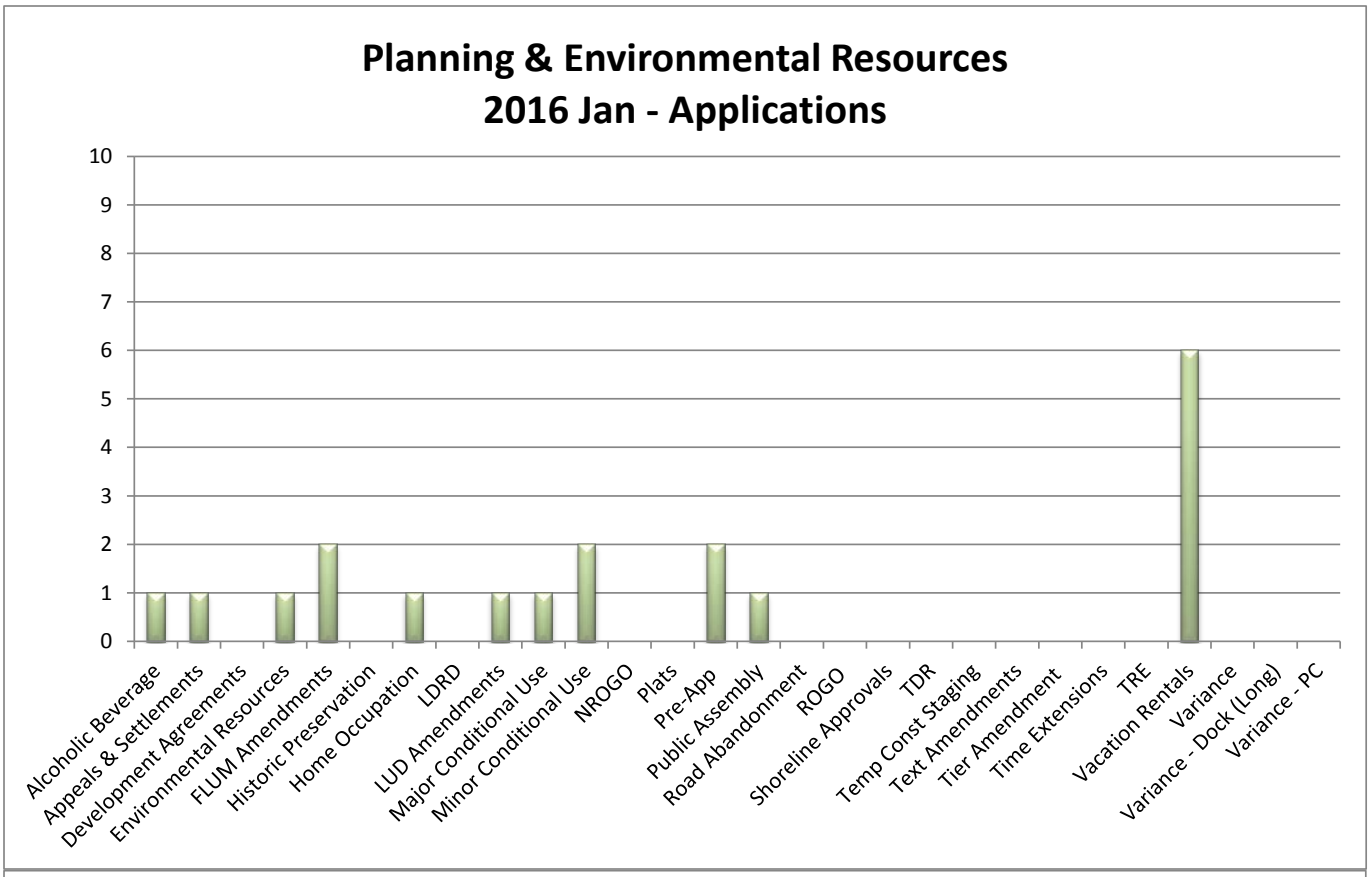
The Planning Office is responsible for the administration of the adopted Monroe County Comprehensive Plan and Land Development Regulations. The Department processes amendments to the Comprehensive Plan and Land Development Regulations. Additionally, the department reviews development proposals for compliance with the Comprehensive Plan and Land Development Regulations, including environmental compliance.

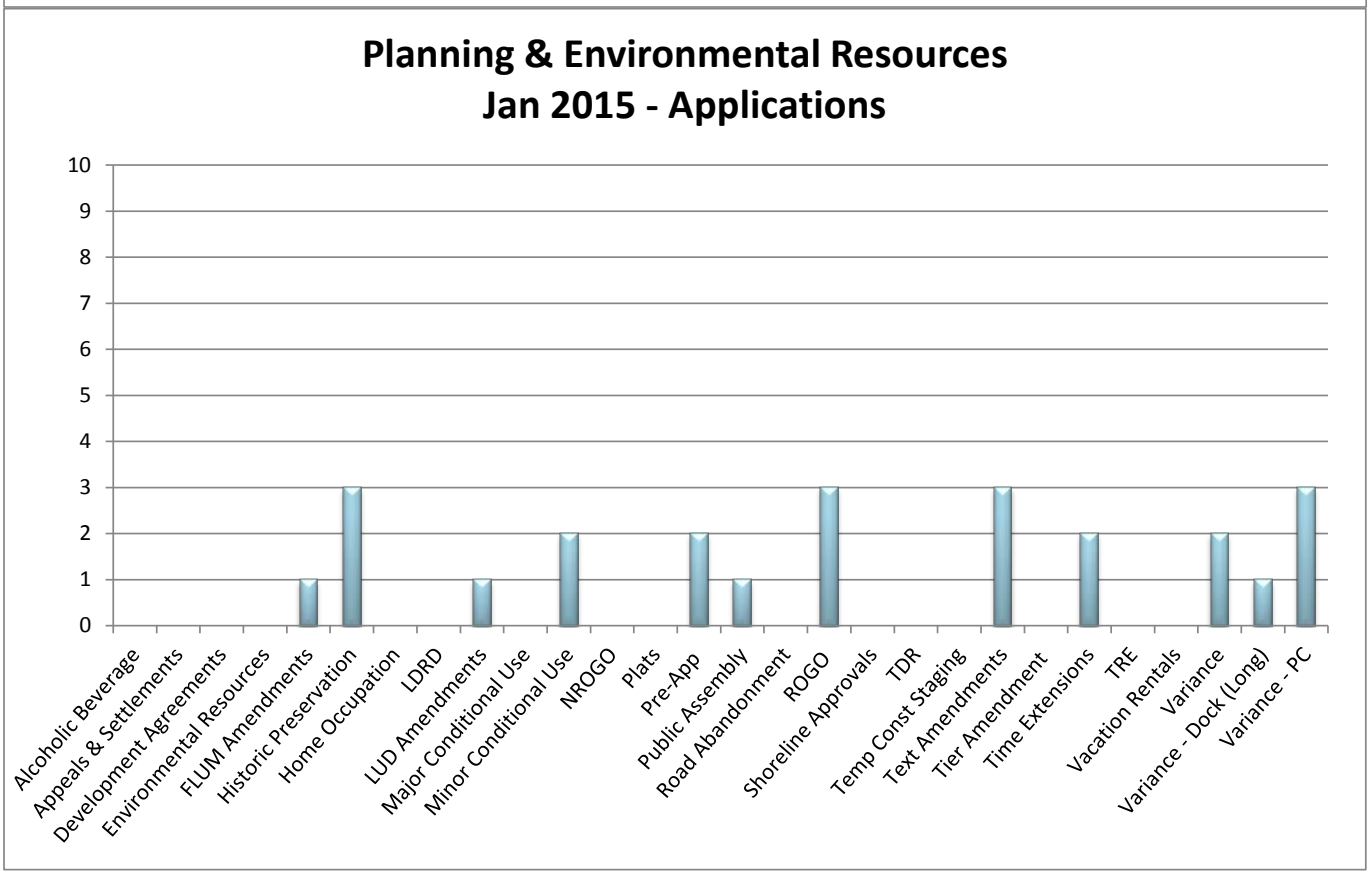
The Environmental Resources Office services include the review of applications for compliance with environmental regulations, such as: clearing limits, wetland delineation, landscaping, stormwater, land clearing and FEMA required review of potential endangered species impacts under the Permit Referral Process (PRP).

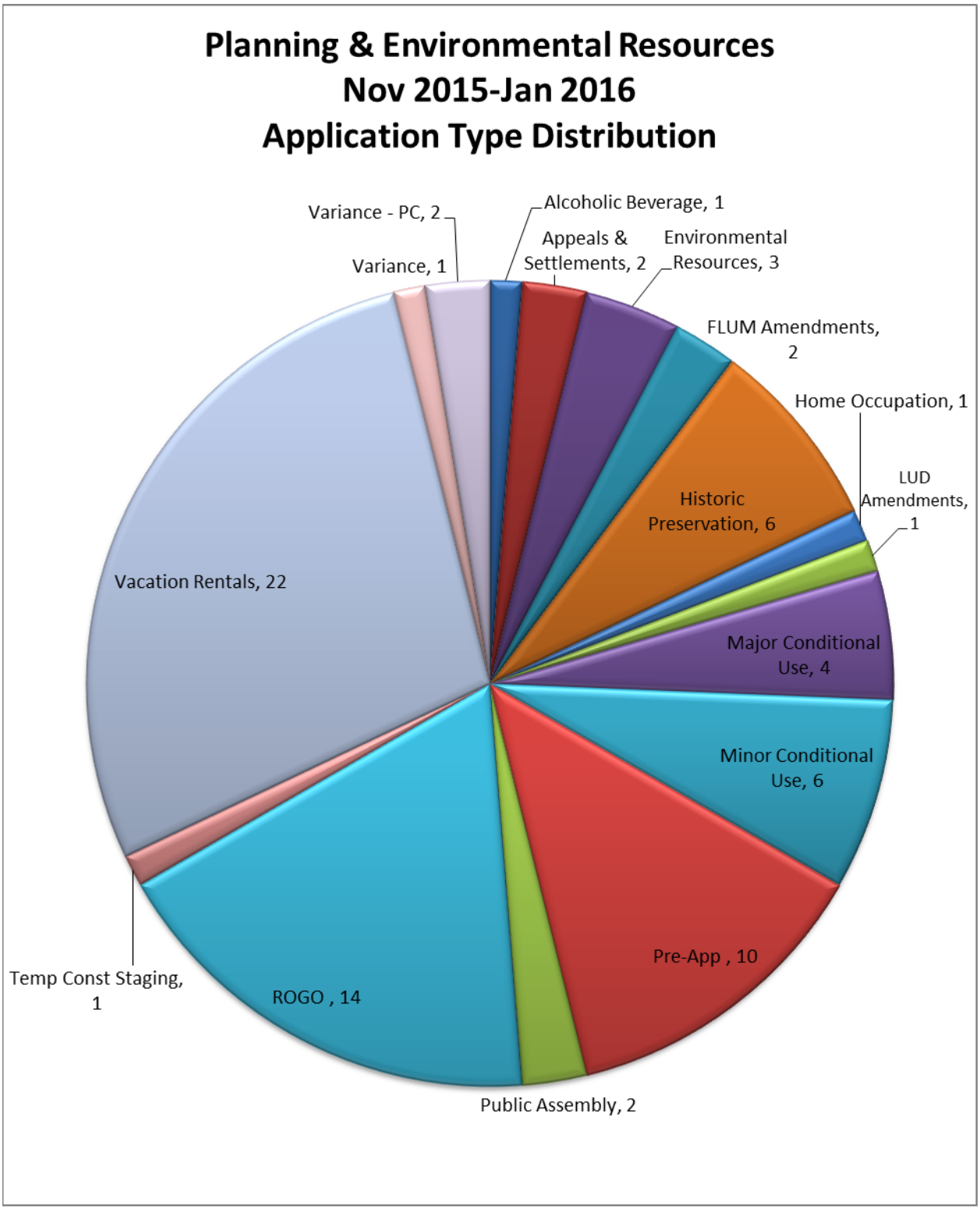
The Marine Resources Office provides a variety of services focusing on protection of the marine environment, provision of maritime infrastructure, and the preservation of public water access.

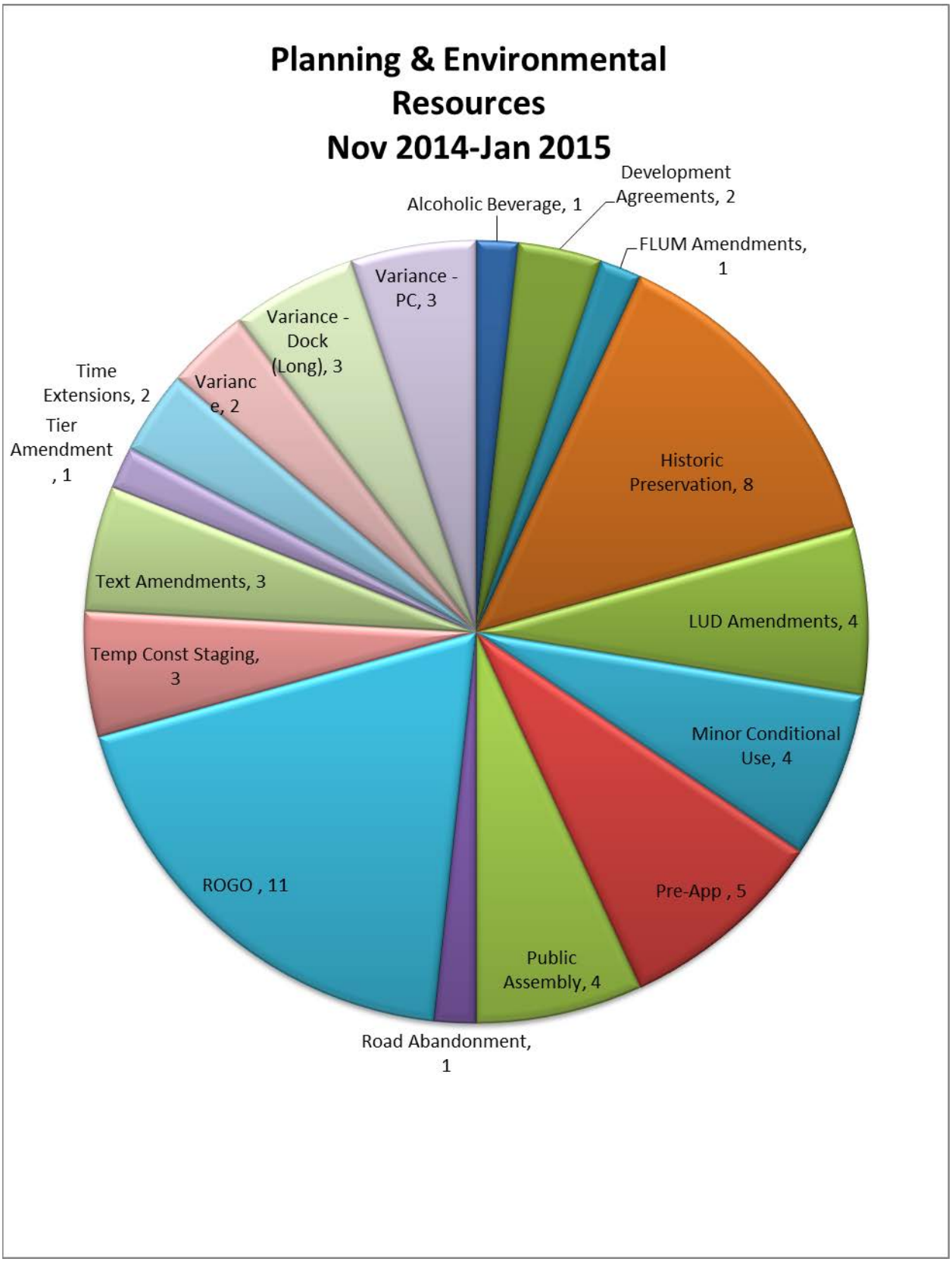

Planning & Environmental Resources
Applications (A-P)
Nov 2015 - Jan 2016
Pre-App
Plats
NROGO
Minor Conditional Use
Major Conditional Use
LUD Amendments
LDRD
Home Occupation
Historic Preservation
FLUM Amendments
Environmental...
Development...
Appeals & Settlements
Alcoholic Beverage
0
1
2
3
4
5
# of applications
2016 Jan
2015 Dec
2015 Nov

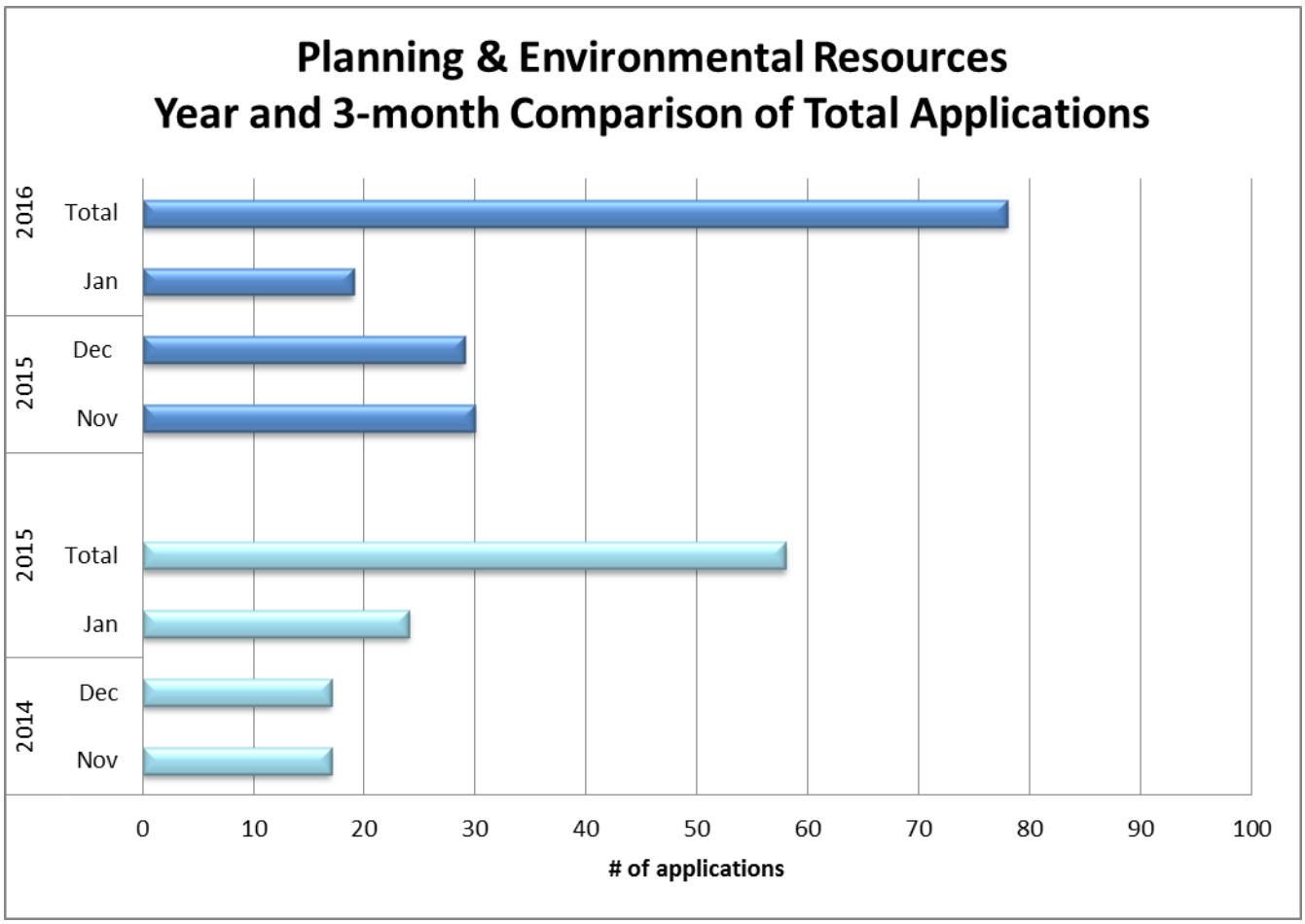

Planning & Environmental Resources
Applications (P-Z)
Nov 2015 - Jan 2016
Variance - Dock (Long)
Variance
Vacation Rentals
TRE
Time Extensions
Tier Amendment
Text Amendments
Temp Const Staging
TDR
Shoreline Approvals
ROGO
Road Abandonment
Public Assembly
0
1
2
3
4
5
6
7
8
9
# of applications
2016 Jan
2015 Dec
2015 Nov


Planning & Environmental Resources
2016 Jan - Applications
10
9
8
7
6
5
4
3
2
1
0
Alcoholic Beverage
Appeals & Settlements
Development Agreements
Environmental Resources
FLUM Amendments
Historic Preservation
Home Occupation
LDRD
LUD Amendments
Major Conditional Use
Minor Conditional Use
NROGO
Plats
Pre-App
Public Assembly
Road Abandonment
ROGO
Shoreline Approvals
TDR
Temp Const Staging
Text Amendments
Tier Amendment
Time Extensions
TRE
Vacation Rentals
Variance
Variance - Dock (Long)
Variance - PC


Planning & Environmental Resources
Jan 2015 - Applications
10
9
8
7
6
5
4
3
2
1
0
Alcoholic Beverage
Appeals & Settlements
Development Agreements
Environmental Resources
FLUM Amendments
Historic Preservation
Home Occupation
LDRD
LUD Amendments
Major Conditional Use
Minor Conditional Use
NROGO
Plats
Pre-App
Public Assembly
Road Abandonment
ROGO
Shoreline Approvals
TDR
Temp Const Staging
Text Amendments
Tier Amendment
Time Extensions
TRE
Vacation Rentals
Variance
Variance - Dock (Long)
Variance - PC

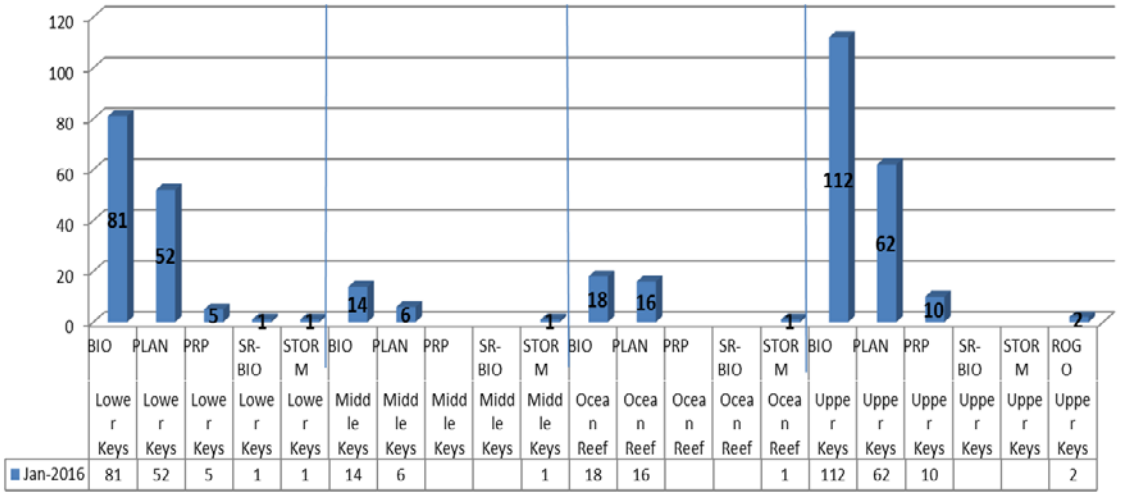

Planning & Environmental Resources
Nov 2015-Jan 2016
Application Type Distribution
Variance - PC, 2
Alcoholic Beverage, 1
Appeals & Settlements, 2
Environmental Resources, 3
Variance, 1
FLUM Amendments, 2
Home Occupation, 1
LUD Amendments, 1
Historic Preservation, 6
Vacation Rentals, 22
Major Conditional Use, 4
Minor Conditional Use, 6
Pre-App , 10
Temp Const Staging, 1
ROGO , 14
Public Assembly, 2


Planning & Environmental Resources
Nov 2014-Jan 2015
Alcoholic Beverage, 1
Development Agreements, 2
FLUM Amendments, 1
Historic Preservation, 8
LUD Amendments, 4
Minor Conditional Use, 4
Pre-App , 5
Public Assembly, 4
Road Abandonment, 1
ROGO , 11
Temp Const Staging, 3
Text Amendments, 3
Tier Amendment , 1
Time Extensions, 2
Varianc e, 2
Variance - Dock (Long), 3
Variance - PC, 3


Planning & Environmental Resources
Year and 3-month Comparison of Total Applications
2016
Total
Jan
2015
Dec
Nov
2015
Total
Jan
2014
Dec
Nov
0
10
20
30
40
50
60
70
80
90
100
# of applications

Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

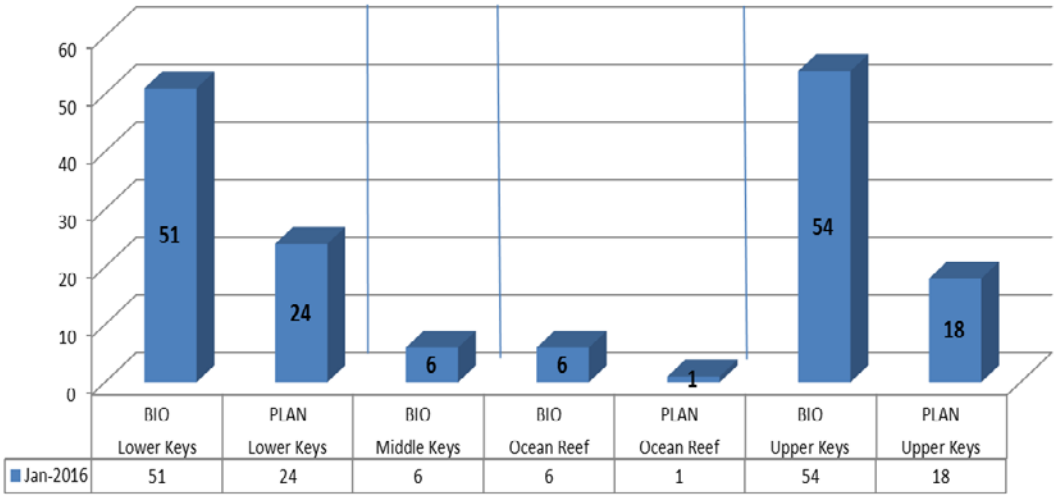
PLANNING AND ENVIRONMENTAL RESOURCES - PLAN REVIEW ACTIVITY BY PERMIT "WORK" LOCATION
Comparison by Office



Excludes "N/A" and Logged CSR "L" resulted reviews

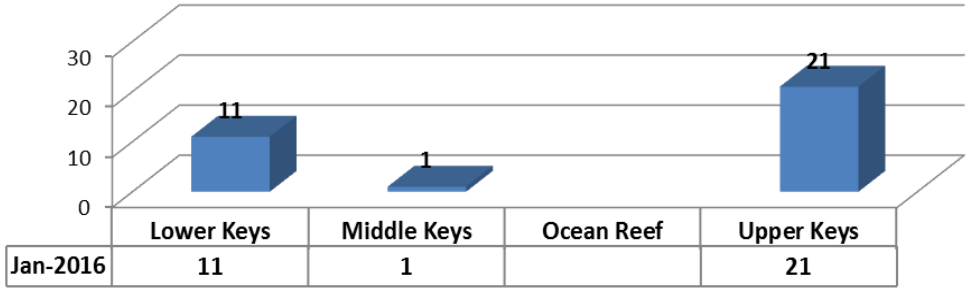
Office=1/Area=Lower Keys:
Stock Island up to 7 mile bridge.
Office=2/Area=Middle Keys:
Starts at Duck Key to Fiesta Key Channel#5,
Excludes-Marathon, Grassy Key, Cty of Layton, Islamorada, and Lower Matecumbe.
Office=3/Area=Upper Keys:
North of Tavernier Creek Bridge up to Ocean Reef.

PLANNING AND ENVIRONMENTAL RESOURCES - INSPECTION ACTIVITY BY PERMIT "WORK" LOCATION
Comparison by Office



Excludes "N/A" inspections

FIRE - PLAN REVIEW ACTIVITY
On Building Permits by "WORK" LOCATION
Comparison by Office



	Lower Keys	Middle Keys	Ocean Reef	Upper Keys
Jan-2016	11	1		21

Excludes "N/A" and Logged CSR "L" resulted reviews

Jan-2016

Excludes "N/A" inspections

FIRE - INSPECTION ACTIVITY
On Building Permits by "WORK" LOCATION
Comparison by Office

	Lower Keys	Middle Keys	Upper Keys
Total	7	2	11

Excludes "N/A" and Logged CSR "L" resulted reviews

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Sustainability/Projects

Bulk Item: Yes X No ___ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to advertise a *Request for Proposals* for installing an I*n Situ Muck Aeration system* in Canal #59 in Key Largo, plus installation in up to 3 additional optional canals (Canal #48 Key Largo, Canal #79 Key Largo, and Canal #80 Key Largo) and providing a 2-year period of operations and maintenance for each canal selected.

ITEM BACKGROUND: This Canal #59 *In Situ Muck Aeration* installation project is designed to evaluate the cost and effectiveness of utilizing an in situ aeration technology which introduces oxygen and potentially biobugs to stimulate bacteria and other organisms to degrade the accumulated muck. The presence of the muck has depleted the dissolved oxygen levels in the canal waters and the removal of the muck and addition of oxygen will help to restore the canal waters to *State Department of Environmental Protection* Dissolved Oxygen standards. Canal #59 in Key Largo on was selected utilizing the *Canal Management Master Plan* ranking criteria.

Three alternate canals are included for optional implementation of the technology for potential economies of scale cost savings by performing multiple projects concurrently with one vendor, to award projects to more than one vendor, or to test variations of the in situ technology so that variables such as ease of permitting and effectiveness of the technology can be determined. The alternate canals include Canal #48 adjacent to Sound Drive, Canal #79 adjacent to Mockingbird Rd and Canal #80 between Mockingbird and Heron Rds. These canals are among the worst as to water quality in the entire County.

The traditional methods of reducing the amount of accumulated muck require the removal of the muck by machine and are expensive and disruptive to the use of the canal. The County wants to test alternative methods that, if successful, may be cheaper for the muck removal process.

Operations and maintenance includes maintenance of the equipment and payment of the monthly electrical costs to operate the aeration and related equipment for a period of two years. AMEC Foster Wheeler will complete the design and specifications, the County will apply for the environmental permit applications.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: NTE $200,000 **DIRECT COST:** __ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: **SOURCE OF FUNDS:** Canal Funds

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included___ Not Required: X

DISPOSITION:_____ **AGENDA ITEM No.** CAD #___

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Sustainability/Projects

Bulk Item: Yes X No ___ Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to advertise a *Request for Proposals* for completing a combination *Organic Removal and Backfilling* Canal Restoration Demonstration Project in Canal #84 Rock Harbor, Monroe County, Florida.

ITEM BACKGROUND: The Canal #84 *Combined Organic Removal and Backfilling* project is the first project to be conducted *after* the initial set of the *Canal Restoration Demonstration Projects,* and is designed for muck removal to depths greater than - 6 feet Mean Low Water with subsequent backfilling. Monroe County's Comprehensive Plan Amendment Policy 202.8.6 allowed an exemption to Policy 202.8.4 only for the first two organic removal demonstration projects to be completed with dredging below -6 feet Mean Low Water without backfilling. Policy 202.8.6 specified that prior to results of 2 years of monitoring at the first two sites, additional organic removal projects to depths exceeding -6 feet Mean Low Water need to include backfilling. This Canal #84 project will allow a comparison of the additional water quality improvement by including backfilling to a muck removal project to assist in future determination as to whether backfilling is needed after organic removal in order to meet water quality standards. It is much more expensive to include it.

The presence of the muck in this canal has depleted the dissolved oxygen levels in the canal waters and the removal of the muck and subsequent backfilling to enhance natural flushing will help to restore the canal waters to State Department of Environmental Protection Dissolved Oxygen standards. Canal #84 in Rock Harbor on Cuda Lane was selected utilizing the *Canal Management Master Plan* ranking criteria. This project will be the new sixth demonstration canal project to be implemented. This canal is among the worst as to water quality in the entire County.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: ~**$1,800,000.00** **DIRECT COST:** __ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: **Est. $1,800,000** **SOURCE OF FUNDS:** Canal Funds

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM No.** CAD #___

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016

Department: Sustainability and Special Projects

Bulk Item: X No ___

Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Rescission of Item N-17 from the January 20, 2016 regularly scheduled Board meeting due to new grant terms and conditions contained in the final grant Agreement received after the Board meeting and Approval of Grant Agreement S-0911 from the Florida Department of Environmental Protection (FDEP) for $50,000 of funding towards the $423,957.00 total cost of installation of a culvert on Canal #277 in Tropical Bay Estates on Big Pine Key, one of the original canal demonstration projects.

ITEM BACKGROUND: The *Water Quality Protection Program Canal Restoration Advisory Subcommittee* recommended award of this grant to Monroe County at its meeting held on August 28, 2015.

The work under this new DEP Agreement S-00911 includes funding of $50,000.00 for the installation of the culvert at canal #277 on Big Pine Key. Monroe County has an item on the January 20, 2016 BOCC agenda for construction of this culvert, at a total price of $423,967.00. DEP is funding $50,000 towards the cost, the County will fund the remaining $373,957.00. The grant does not require matching funds.

In addition, Monroe County will contract with AMEC to provide construction support services including construction engineering inspections and engineering during construction to ensure that the culvert is installed per design plans and permit requirements.

PREVIOUS RELEVANT BOCC ACTION:

01-20-16: BOCC approval of grant agreement

CONTRACT/AGREEMENT CHANGES: The most relevant changes follow:

- Para 3D ii – Travel – additional travel reimbursement requirements
- Paragraph 5 – *Monthly* progress report requirement added
- Paragraph 7 – Indemnification revisions
- Paragraph 18 – Insurance – Revised insurance requirements for the County and new insurance requirements for the County's construction contractor, Earth Tech, who is completing the work (installation of air curtains #266 and #287)

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A – Income **INDIRECT COST:** Incidental **BUDGETED:** Yes __No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** Grant S-0911

REVENUE PRODUCING: Yes X No ___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty _____ OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included X Not Required____

DISPOSITION:_____ **AGENDA ITEM No.** CAD #____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: DEP (Income Grant) Contract #S0911

Effective Date: Date of Execution

Expiration Date: June 30, 2016

Contract Purpose/Description:

This DEP Agreement provides funding up to $50,000 for the installation of a culvert at Canal #277 on Big Pine Key. Monroe County solicited the services for installation and the low proposal price is $423,957.00. DEP will fund $50,000, and Monroe County will fund the remaining $373,957.00

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 03/22/16 Agenda Deadline: 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 50,000 Current Year Portion: $ 100,000.00

Budgeted? Yes☐ No☒ Account Codes: _____-_____-_____-_____-_____

Grant: $ Yes _____-_____-_____-_____-_____

County Match: $ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0 /yr For: Minimal maintenance needed for culverts

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes☐ No☐	_____	_____
Risk Management	3-8-16	Yes☐ No☑	M. Stuart	3/8/16
O.M.B./Purchasing	3/8/16	Yes☐ No☑	Christa Brockett	3/8/16
County Attorney	3/7/16	Yes☐ No☒	Peter Medaris	3/9/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

RECEIVED
FEB 15 2016
D.E.P. South District

DEP AGREEMENT NO. S0911

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1580 OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 102050 Overseas Highway, Suite 2-246, Key Largo, Florida 33037 (hereinafter referred to as "Grantee"), a local government, to provide canal water quality restoration for the Tropical Bay Estates Canal #277 Culvert Installation in Monroe County in the Florida Keys National Marine Sanctuary (FKNMS) Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan,** and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $50,000.00. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single task that are less than 10% of the total approved task budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved task budget amount, or changes that transfer funds from one task to another task, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A,** in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form.** To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and

post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

ii. Travel – All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes. Grantee will not be reimbursed for travel by employees of Monroe County or the Monroe County Board of County Commissioners (MCBOCC); however, the MCBOCC has contracts with approved vendors and travel reimbursement for these vendors is permitted under this agreement where applicable. Travel support documentation provided by contractors of the Grantee must meet the requirements of the Department in order for reimbursement to occur.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to

evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Monthly Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of a monthly reporting period. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months ending March 31, April 30, May 31, and June 30. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed

for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. <u>RECORD KEEPING/AUDIT</u>:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

For Courier and Delivery Receipt Services, Only:	
Randy Landers	
Florida Department of Environmental Protection	
South District	
2295 Victoria Ave., Suite 364	
Ft. Myers, Florida 33901	
Telephone No.:	(239)344-5659
Fax No.:	(850)412-0589
E-mail Address:	Randal.landers@dep.state.fl.us

For Correspondences:	
Randy Landers	
Florida Department of Environmental Protection	
South District	
P.O. Box 2549	
Ft. Myers, Florida 33902 - 2549	
Telephone No.:	(239)344-5659
Fax No.:	(850)412-0589
E-mail Address:	Randal.landers@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Rhonda Haag	
Monroe County Board of County Commissioners	
102050 Overseas Highway, Suite 2-246	
Key Largo, Florida 33037	
Telephone No.:	(305)453-8774
E-mail Address:	Haag-rhonda@monroecoutny-fl.gov

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

$300,000 Hired and Non-owned Automobile Liability Coverage

D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.**

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved task budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or task costs that are equal to or greater than 10% of the total approved task budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The

Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

28. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Print Name and Title of Authorized Person

Date:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/2/16

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Randal Landers, DEP Grant Manager

DEP Grants Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000749

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

ATTACHMENT A
GRANT WORK PLAN

Project Title: Tropical Bay Estates Canal #277 Culvert Installation

Project Location: Big Pine Key, Monroe County
Florida Keys Watershed /HUC= 03090203

Project Background:

The work to be accomplished under this Agreement has been identified by the Canal Restoration Advisory Subcommittee of the Florida Keys National Marine Sanctuary (FKNMS) Water Quality Protection Program (WQPP) as one of the high priority projects to assist with Monroe County canal water quality restorations.

Many of the canals in the FKNMS do not meet the State's minimum water quality criteria for dissolved oxygen and contain accumulations of organic debris from the deposition of weed wrack trapped in the dead ends of the canals. This project is a priority of the FKNMS WQPP Steering Committee which recently passed a motion to develop a plan to prioritize canal restoration projects and to identify funding sources for these projects. The tourism economy of the Keys depends largely on clean water and a healthy environment and this project is fully supported by the WQPP Steering Committee and local governments in Monroe County. The successful implementation of this project is also consistent with the goals of the Florida Keys Reasonable Assurance Document that was recently adopted by the Department in order to satisfy the requirements of the Impaired Surface Waters Rule, Chapter 62-303 of the Florida Administrative Code (F.A.C.)

Monroe County has contracted Amec Foster Wheeler to prepare the final design plans and obtain permits for the installation of the second ranked culvert in the Monroe County demonstration project list which is located at Canal #277 in Tropical Bay Estates in Big Pine Key, Florida Keys. Canal #277 was ranked as having *Poor* water quality per the *Canal Management Master Plan* and was selected as a top priority for restoration. The design work is complete and it is anticipated that the permits will be received by the end of January 2016. Monroe County has also contracted Amec Foster Wheeler to assist with the procurement process for the installation contractor and provide construction administrative and engineering inspection services during construction. The construction of this culvert was originally included in the $5 million canal demonstration funding set aside by Monroe County; however, those funds are running out.

The work under this Agreement includes a portion of the construction installation costs for the culvert at Canal #277 in Big Pine Key. Monroe County will hire a qualified contractor to perform the installation. The design plans, technical specifications and permits prepared by Amec Foster Wheeler form the basis for the technical scope of work. As indicated above, Monroe County will contract Amec Foster Wheeler to provide construction support services including construction engineering inspections and engineering during construction to ensure that the culvert is installed per design plans and permit requirements.

Task Description:

Task 1: Culvert Installation

The Grantee will construct the installation of a 60 inch culvert across Watson Boulevard that will hydrologically connect two dead end fingers of the #277 Canal System (refer to **Figure 1**) in accordance with the final approved design and required permit(s). The top crown of the culvert will be placed at -3.5 NAVD88 in order to be below existing water and sewer lines. The invert of the submerged culvert will be placed at -8.5 NAVD88. The culverts will remain submerged as mean low water is -1.7 NAVD88. All heavy equipment will be land based. The 60 inch reinforced concrete pipe will extend 200 linear feet under Watson Blvd and connect the two different dead fingers of the #277 canal system. Both ends of the culvert will be fitted with manatee grates and will be constructed in accordance with the Florida Fish and Wildlife Conservation Commission guidelines.

Floating turbidity barriers and waddles will be installed prior to construction and maintained throughout the project in accordance with performance standards for erosion and sediment control and storm water treatment.

All construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and the National Oceanic and Atmospheric Association (NOAA) Fisheries construction conditions for sea turtle and smalltooth sawfish.

Materials for the culvert will be brought onsite via existing roads. The contractor will implement a maintenance of traffic plan in accordance with Monroe County and the Florida Department of Transportation (FDOT) and as described in the plans. Any clearing and grubbing will be limited to the areas required to access the site and operate the equipment.

The culvert will be installed using open cut excavation techniques utilizing trench boxes, back-hoe excavator, front end loader, roll off containers, and other similar equipment as required to complete the work. The back-hoe will excavate the overburden material and stockpile it in designated reuse or unusable roll-off containers to minimize erosion and sediment control concerns. Following the aforementioned excavation, trench boxes will be installed to ensure Occupational Safety and Health Administration (OSHA) requirements are being met for worker safety. The contractor will install the 60 inch reinforced concrete pipe as described in the final design plans.

Each end of the culvert will be completed with riprap aprons for slope stability. Site restoration will include roadway repaving, sodding and replanting of landscaping to match pre-existing conditions. All property owners within the footprint of the project have provided their approval of the project.

The Monroe County selected contractor will provide all labor, supervision, materials, supplies, equipment, tools, construction equipment, and transportation for the proper execution and completion of all work as specified in the final approved design plans. Survey and Mapping will conform to the criteria found in 5J-17, F.A.C., pursuant to Chapter 472, F.S. As-built survey certification of the installed culvert will be sealed by the Grantee's Subcontractor's Specialty Engineer and Land Surveyor and Mapper.

Task 1 Deliverables: Construction of culvert per approved final design and all required permits as evidenced by: 1) An electronic copy of the final design, including professional certification as applicable; 2) a list of all required permits identifying issue dates and issuing authorities; 3) dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 4) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 5) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Budget: $50,000 for contractual services. Grantee will not be reimbursed for travel by employees of Monroe County or the Monroe County Board of County Commissioners (MCBOCC); however, the MCBOCC has contracts with approved vendors and travel reimbursement for these vendors is permitted under this agreement where applicable. Travel support documentation provided by contractors of the Grantee must meet the requirements of the Department in order for reimbursement to occur.

Performance Measures: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Measureable Benefits: The culvert is designed to increase the natural flushing eleven-fold over current conditions. The increase in flushing will add dissolved oxygen to the canal with the goal of eliminating the Department Water Quality Standard Dissolved Oxygen Impairment and improving overall health of the canal for marine life. Florida International University is performing monitoring of this canal to document the restoration effectiveness.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task/ Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Culvert Installation	Upon Execution	June 15, 2016	
1a	1) An electronic copy of the final design, including professional certification as applicable; 2) a list of all required permits identifying issue dates and issuing authorities; 3) dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 4) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 5) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.			June 15, 2016

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	$50,000.00
	Travel	As applicable per Paragraph 3.D.ii. of the Agreement, and included within the $50,000 Contractual Services above.
	Total for Task:	**$50,000.00**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $50,000.00
Contractual Services	$50,000.00
Travel	As applicable per Paragraph 3.D.ii. of the Agreement, and included within the $50,000 Contractual Services above.
Total:	**$50,000.00**

Figure 1 Culvert Location Map

CULVERT LOCATION MAP

Drawn	Date			
NMG	08/20/2015	amec foster wheeler	MONROE COUNTY, FLORIDA DESIGN AND PERMITTING CANAL 277 TASK 1 - DATA COLLECTION	Figure 1
Checked	Date			
GWC	08/20/2015			

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$	$	$	$
Overhead/Indirect/G&A Costs	$	$	$	$
Fringe Benefits	$	$	$	$
Indirect Cost	$	$	$	$
Contractual (Subcontractors)	$	$	$	$
Travel (if authorized)	$	$	$	$
Equipment Purchases (if authorized)	$	$	$	$
Rental/Lease of Equipment	$	$	$	$
Other Expenses	$	$	$	$
Land (if authorized)	$	$	$	$
TOTAL AMOUNT	$	$	$	$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$	
Less Total Cumulative Payment Requests of:	$		$	
TOTAL REMAINING IN TASK	$		$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0911		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0911 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations, Line Item 1580, Water Quality Assurance Trust Fund	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$50,000.00	030000

Total Award	$50,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Sustainability

Bulk Item: Yes ___ No _X_ Staff Contact Person: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Authorize entering into Amendment No. 7 with Erin L. Deady, P.A. to extend the time by which the GreenKeys! Sustainability Action Plan (Plan) will be completed.

ITEM BACKGROUND: This Amendment No. 7 extends the time by which the Plan will be completed. A time extension is requested to finalize the GreenKeys! Sustainability Action Plan documents after the Monroe County Board of County Commissioners' workshop on January 26, 2016 and close of the public review and comment period which ended January 31, 2016. The documents will be finalized with graphic design and placed on the www.greenkeys.info website by June 30, 2016.

PREVIOUS RELEVANT BOCC ACTION:
7-17-13: Approval to advertise an RFP to develop a Sustainability Action Plan with Climate Change and Energy Savings Initiatives. The RFP included a request for the base Sustainability Plan plus any optional services that would help the County prepare for a fully sustainable future.
10-16-13: Approval to negotiate both the sustainability base contract and the additional climate modeling services.
11-20-13: Approval of the contract with climate change and energy savings elements.
03-19-14: Approval of Amendment No. 1 to modify task and deliverables schedule.
02-18-15: Approval of Amendment No. 2 to add outreach components for sea level rise workshops in the middle and lower Keys.
07-15-15: Approval of Amendment No. 3 which was a schedule revision with no additional deliverables.
09-16-15: Approval of Amendment No. 4 which added a single modeling run.
10-21-15: Approval of Amendment No. 5 to add additional modeling tasks and extend the contract.
12-9-15: Approval of Amendment No. 6 for a pilot project on integrating stormwater, tidewater and road elements in two communities for sea level rise adaptation and to extend the contract.

CONTRACT/AGREEMENT CHANGES: Not applicable.

STAFF RECOMMENDATIONS: Not applicable.

TOTAL COST $0. INDIRECT COST: ___ BUDGETED: Yes _X_ No ___ N/A___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: **SOURCE OF FUNDS:** Sustainability Budget

REVENUE PRODUCING: Yes ___ No _X_ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included _X_ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Erin L. Deady, PA Contract #A7

Effective Date: March 23, 2016

Expiration Date: June 30, 2016

Contract Purpose/Description:
This Amendment No.7 extends the time by which the GreenKeys! Sustainability Action Plan will be completed to June 30, 2016.

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 03-23-16 Agenda Deadline: 3-8-16

CONTRACT COSTS

Total Dollar Value of Contract: $ $0.00 for A7 Current Year Portion: $

Budgeted? Yes☐ No☒ Account Codes: ____-____-____-____-____

Grant: $ ____-____-____-____-____

County Match: $ ____-____-____-____-____

____-____-____-____-____

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	____	Yes☐ No☐		
Risk Management	3-8-16	Yes☐ No☑		3-8-16
O.M.B./Purchasing	3/9/16	Yes☐ No☑		3/9/16
County Attorney	____	Yes☐ No☒		3/9/16

Comments: ____

OMB Form Revised 2/27/01 MCP #2

AMENDMENT NO. 7
TO THE CONTRACT FOR
DEVELOPMENT OF A SUSTAINABILITY ACTION PLAN
WITH ENERGY AND CLIMATE CHANGE INITIATIVES
BETWEEN
MONROE COUNTY
AND ERIN L. DEADY, P.A.

THIS AMENDMENT NO. 7, effective as of March 23, 2016, made to the AGREEMENT dated December 11, 2013, as amended April 16, 2014 (A1) , February 18, 2015 (A2), July 15, 2015 (A3), September 16, 2015 (A4), October 21, 2015 (A5), and December 9, 2015 (A6) is made and entered into this by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and ERIN L. DEADY P.A., ("CONSULTANT"), whose address is 1111 Hypoluxo Road, Suite 207, Lantana, FL 33462.

WITNESSETH

WHEREAS, the COUNTY has engaged the services of the CONSULTANT to develop the COUNTY'S Sustainability Action Plan and to provide sea level rise modeling and outreach services; and

WHEREAS, the CONSULTANT has provided successful sea level rise modeling and public outreach meetings for residents of the Keys; and

WHEREAS, the CONSULTANT has received comments on the GreenKeys! Sustainability Action Plan from the Monroe County Board of County Commissioners ("BOCC"), the Climate Change Advisory Committee ("CCAC") and the public following the full-day workshop to the Monroe County BOCC on January 26, 2016 and close of the public review and comment period which ended January 31, 2016; and

WHEREAS, the CONSULTANT is currently in the process of revising and redesigning the GreenKeys! Sustainability Action Plan to accommodate and incorporate the comments received by the Monroe County BOCC, CCAC and public; and

WHEREAS, the COUNTY desires to extend the time allowed for completion of the GreenKeys! Sustainability Action Plan to June 30, 2016.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the COUNTY and CONSULTANT do hereby agree as follows:

1. CONSULTANT shall finalize the remaining tasks related to the Sustainability Action Plan as described in the Scope of Services **Exhibit A-7** attached.

2. This Amendment No. 7 shall be retroactive to the 1st day of February, 2016 and will conclude with delivery of the deliverables outlined in Exhibit A-7, which shall be no later than June 30, 2016.

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IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the _____ day of _____ 2016.

(SEAL)

Attest: **Amy Heavilin, CLERK**
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

WITNESS to Deady Signature:

By: _____

Print Name: Amity Barnard

Date: 2/22/16

ERIN L. DEADY, P.A.

By: _____

Print Name: Erin Deady

Title: President

Date: 2/22/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/9/16

EXHIBIT A-7

STATEMENT OF WORK

Scope of Services

The CONSULTANT will assist the County with finalizing the deliverables accomplished under the CONTRACT on the GreenKeys! Sustainability Action Plan. The CONSULTANT will finalize the deliverables as follows:

A. **Graphic Design and Web Placement.** The CONSULTANT will finalize the GreenKeys! Sustainability Action Plan, including graphic design and placement on the www.greenkeys.info website.

Final Due Date: June 30, 2016

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 | Department: Sustainability /Projects

Bulk Item: Yes ___ No _X_ | Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval of Amendment No. 7 to the Contract for *Engineering, Design And Permitting Services of the Demonstration Projects*, with AMEC Foster Wheeler Environment and Infrastructure, Inc. provide for an extension of time and Additional Assessment, Design, Procurement, Access Coordination, and Permitting Services for a Combined Organic Removal and Backfilling restoration project at Canal #84 in Rock Harbor, Monroe County, Florida for an amount not to exceed $77,993.20.

ITEM BACKGROUND: The Canal #84 *Combined Organic Removal and Backfilling* project is the first project to be conducted after the initial set of the *Canal Restoration Demonstration Projects,* and is designed to evaluate if backfilling after organic removal provides additional water quality improvement over organic removal alone. The presence of the muck in this canal has depleted the dissolved oxygen levels in the canal waters and the removal of the muck and subsequent backfilling to enhance natural flushing will help to restore the canal waters to State Department of Environmental Protection Dissolved Oxygen standards. Canal #84 in Rock Harbor on Cuda Lane was selected utilizing the *Canal Management Master Plan* ranking criteria. If an access agreement for equipment cannot be obtained, alternative canals include #80 Rock Harbor and 83 Rock Harbor. This project will be the new sixth demonstration canal project to be implemented. This canal is among the worst as to water quality in the entire County.

Comprehensive Plan Amendment Policy 202.8.6 allowed an exemption to Policy 202.8.4 for the first two organic removal demonstration projects to be completed with dredging below -6 feet Mean Low Water without backfilling. Policy 202.8.6 specified that prior to results of 2 years of monitoring at the first two sites, additional organic removal projects to depths exceeding -6 feet Mean Low Water need to include backfilling.

Design, procurement, access agreement coordination, and permitting services are required in order to complete this canal restoration project. This amendment authorizes AMEC Foster Wheeler to provide these services. AMEC Foster Wheeler can meet the County desired project schedule to complete additional restorations in 2016 due to their experience completing these same tasks on the initial five demonstration projects.

This amendment authorizes (1) an extension of time from July 31, 2016 to December 31, 2016; (2) provides additional funding to AMEC Foster Wheeler to complete the design, procurement, access agreement coordination, and permitting services for the sixth demonstration canal project at Canal #84..

The total contract value is increased by $77,993.20 from $784,446.14 to $862,439.34.

PREVIOUS RELEVANT BOCC ACTION:

- 12-11-13: Approval to advertise an RFQ for the design and permitting of the canal demo projects.
- 02-19-14: Approval to negotiate a contract for the design and permitting of the canal demo projects.
- 05-21-14: Approval of contract with AMEC for design, permitting, field assessment tasks including bathymetric surveys, mangrove assessment, tidal studies for hydraulic modeling and geotechnical studies; project management and engineering support during construction for six (6) of the seven (7)

demonstration canals in unincorporated Monroe County. The Eden Pines "Pumping" project was not yet included.

- 9-17-14: Approval of a Grant Agreement S-0723 from the Florida Department of Environmental Protection (FDEP) for funding of services for engineering construction support services and the installation of a culvert on Canal #472 Geiger Key that is the 3rd ranked canal demonstration project in the Canal Management Master Plan for culvert installation. The project will be funded up to $100,000 in funds provided by FDEP, the County will fund the remainder.
- 9-17-14: Approval of Amendment No 1 to provide additional services related to engineering support during construction for the 3rd ranked culvert demonstration project at Canal #472 Geiger Key as funded under DEP grant S-0723.
- 2-18-15: Approval of Amendment No. 2 to change the company name from AMEC Environment & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc. and add the subcontractor 'Davis Environmental Solutions'
- 5-20-15: Approval of Amendment No. 3 to extend the contract expiration date from June 30, 2015 to December 31, 2015 at no additional cost to the County.
- 7-15-15: Approval of Scribner error correction to Amendment No. 3.
- 7-15-15: Approval of Amendment No. 4 to provide additional funds for Construction Administration and Construction Engineering Inspection Services for the Organic Removal project at Canal #266 in Big Pine, and add overall project management services from July 16, 2015 through December 31, 2015.
- 10-21-15: Approval of Amendment No. 5 to increase the scope of services at Canal #290 in the Avenues in Big Pine Key for additional budget for Construction Administration and Construction Engineering Inspection services.
- 12-09-15 Approval of Amendment #6 for an extension of project schedule, update of travel rates, and reallocation of existing funds between project tasks.
- 1-20-12015 Approval of revised Amendment #6 which included missing Exhibits.

CONTRACT/CONTRACT CHANGES: Extension of project schedule and additional engineering services for the combination muck removal and backfilling project.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $ 77,993.20 Amend 7 **INDIRECT COST:** ___ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $ 77,993.20 **SOURCE OF FUNDS:** Infrastructure Funds.

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: AMEC Foster Wheeler Contract #A-7

Effective Date: March 23, 2016

Expiration Date: July 31, 2016

Contract Purpose/Description:

This Amendment authorizes an extension of time for expiration of the contract to the Engineering,Design And Permitting Services contract and increases the services to provide Additional Assessment, Design, Procurement, Access Coordination, and Permitting Services for for a Canal Demonstration project of Combined Organic Removal and Backfilling at Canal #84.

Contract Manager: Rhonda Haag (Name) | 8774 (Ext.) | CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 3/23/16 Agenda Deadline: 3/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ A-7 $77,993.20 Total Contract 862,439.34 Current Year Portion: $

Budgeted? Yes☒ No☐ Account Codes: 304-23000-560630-PE1302-530340

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: N/A

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes☐ No☐		
Risk Management	3-8-16	Yes☐ No☑	[signature]	3-8-16
O.M.B./Purchasing	3/8/16	Yes☐ No☑	[signature]	3/8/16
County Attorney	_____	Yes☐ No☒	[signature]	3/8/16

Comments: _____

AMENDMENT NO. 7
TO THE CONTRACT
FOR ENGINEERING, DESIGN AND PERMITTING SERVICES
FOR THE CANAL DEMONSTRATION PROJECTS

THIS AMENDMENT NO. 7, dated March 23, 2016, is entered into between the County and the CONSULTANT, to the Contract For *Engineering, Design And Permitting Services*, dated the 21st day of May, 2014, as amended September 17, 2014 (A1), February 18, 2015 (A2), May 20, 2015 (A3), July 15, 2015 (A4) and October 21, 2015 (A5) January 20, 2016 (A6) by and between Monroe County Board of County Commissioners, "COUNTY," and AMEC Foster Wheeler Environment & Infrastructure, Inc., "AMEC Foster Wheeler".

WITNESSETH:

WHEREAS, much work has been accomplished implementing five canal restoration demonstration projects, two of which included organic muck removal without subsequent backfilling; and

WHEREAS, a Monroe County Comprehensive Plan Amendment Policy 202.8.6 allowed only the two original organic removal pilot projects to be completed with dredging below -6 feet Mean Low Water and without backfilling until 2 years of monitoring data were obtained; and

WHEREAS, a new sixth demonstration project at Canal #84 Rock Harbor is planned as the first project to be conducted after the initial set of the Canal Restoration Demonstration Projects; and

WHEREAS, the proposed restoration of Canal #84 Rock Harbor involves organic removal to depths greater than -6 feet Mean Low Water; and

WHEREAS, based upon Monroe County Policy 202.8.6 the Canal #84 restoration shall include backfilling after the organic removal; and

WHEREAS, the Canal #84 project will allow a comparison of the additional water quality improvement by including backfilling to a muck removal project to assist in future determination as to whether backfilling is needed after organic removal in order to meet water quality standards; and

WHEREAS, AMEC Foster Wheeler shall complete the additional engineering design, access coordination and permitting services for the sixth demonstration project for a *Combination Organic Removal and Backfilling* demonstration project; and

WHEREAS, the estimated date for completion of this work is December 31, 2016; and

WHEREAS, the construction administration services will be added by Amendment when the construction Contractor has been selected and the exact amount of time is known; and

WHEREAS, an extension of time is required to extend the Contract from July 31, 2016 to December 31, 2016.

NOW, THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and AMEC agree as follows:

1. This AMENDMENT NO. 7 is effective on the 23rd day of March, 2016. The period of performance for the CONTRACT shall be extended by five (5) months from July 31, 2016 through December 31, 2016.

2. AMEC will provide the scope of services as specified in **Exhibit "A-7"** attached and made a part of this AMENDMENT No. 7.

3. This AMENDMENT No. 7 provides an additional amount not to exceed Seventy Seven Thousand Nine Hundred Ninety Three Dollars and Twenty Cents ($77,993.20) to provide Additional Engineering Services for additional Assessment, Design, Procurement, Access Coordination, and Permitting Services related to the sixth canal restoration demonstration project for *Combination Organic Removal and Backfilling* at Canal #84 in Rock Harbor, Monroe County, Florida. The overall CONTRACT value is increased from Seven Hundred Eighty Four Thousand Four Hundred Forty Six Dollars and Fourteen Cents ($784,446.14) to Eight Hundred Sixty Two Thousand Four Hundred Thirty Nine Dollars and Thirty Four Cents ($862,439.34).

IN WITNESS WHEREOF, each party caused this AMENDMENT NO. 7 to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: **CLERK**

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

AMEC FOSTER WHEELER EVIRONMENT & INFRASTRUCTURE, INC.

By: _____
Print name: Jose R. Perez
Title: Office Manager
Date: 3/7/16

STATE OF FLORIDA
COUNTY OF Miami Dade County
On this 7 day of March, 2016, before me ,the undersigned notary public, Personally appeared Jose R. Perez, known to me to be the Person whose name is subscribed above or who produced _____As identification, and acknowledged that he/she is the person who executed the above Amendment #7 to Engineering and Design agreement with Monroe County for the purposes therein contained.

By: Maggie Proenza Kanakis
Notary Public
Maggie Proenza Kanakis
Print Name
My commission expires: 3/20/2019

Seal

MAGGIE PROENZA-KANAKIS
Notary Public - State of Florida
My Comm. Expires Mar 20, 2019
Commission # FF 179176
Bonded through National Notary Assn.

EXHIBIT A-7
AMEC FOSTER WHEELER'S SCOPE OF SERVICES

A. Additional Assessment, Design, Assistance with Procurement, Access Coordination and Permitting Services for a Canal Restoration Demonstration Project of Combined Organic Removal and Backfilling at Canal #84 in Rock Harbor, Monroe County, Florida

1. Scope of Work:

AMEC Foster Wheeler has completed a preliminary evaluation of candidate canals for implementation of a Combined Organic Removal and Backfilling canal restoration demonstration project. It is also proposed that installation of a Weed Barrier be included. Canal #84 in Rock Harbor was selected utilizing the following criteria:

- *Canal Management Master Plan* canal ranking criteria of *Poor* Water Quality
- One of the highest priority *Poor* canals needing restoration
- Identified organic material accumulation and seaweed loading issues
- Presence of a potential staging area.

If an access agreement for equipment cannot be obtained at Canal #84, an alternative canal will be selected. The following canals are the proposed alternatives: Canal 80 Rock Harbor and Canal 83 Rock Harbor. If none of these canals produces approved staging area access agreements Monroe County will be presented with additional alternative canals.

AMEC Foster Wheeler will complete the scope of services as detailed in the following tasks.

Task 1: Sediment Sampling, Polymer Selection, Bathymetric and Topographic Surveys, Site Conditions Survey, Homeowner Notification and Staging/Equipment Area Coordination

Sediment Sampling & Polymer Selection

AMEC Foster Wheeler will collect approximately nine (9) soil cores to characterize the sediment composition in the project area. The sediment cores will be classified in the field using the Unified Soil Classification System (USCS), including apparent grain size distribution, apparent organic content, and apparent plasticity.

Soil samples will be collected from the sediment cores for laboratory testing to determine disposal options. The tests will be performed by Test America Analytical Laboratories, a State National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory. DEP has previously indicated that the following tests are required:

- Organochlorine Pesticides and PCBs by 8081/8082
- Chlorinated Herbicides by 8151
- 8 RCRA Metals by 6010/7471
- Copper by 6010
- Polynuclear Aromatic Hydrocarbons (PAHs) by 8270 low level
- Total Recoverable Petroleum Hydrocarbons (TRPH) by FL-PRO
- TCLP metals

Additionally, physical testing of one composite sample will be performed by an AMEC Foster Wheeler Geotechnical Lab and will consist of the following:

- Organic Content by ASTM D-2974
- Grain size distribution by ASTM D-422
- 200 Mesh Sieve Distribution by ASTM D-1140

In order to select the appropriate polymer for dewatering, AMEC Foster Wheeler will collect 10 gallons of sediment and 10 gallons of canal water for bench scale testing, with the bench scale testing to be completed by two separate polymer manufacturers. Solenis, the manufacturer of Praestol K274 permitted and used for Canal #290, will be one of the polymer manufacturers, with the second polymer manufacturer to be selected at a later date. The bench scale testing will select the most appropriate polymer using a jar test, followed by simulation of dewatering rates and final percent solids for a mechanical and passive dewatering application. Upon results of the bench scale tests an acute and chronic toxicity test of the selected polymer may be performed by an approved laboratory to facilitate permitting. However, it is expected that if Praestol K274 is the selected polymer, that toxicity testing will not be required for permitting.

Bathymetric and Topographic Surveys

A bathymetric and topographic survey will be performed of the canal area and proposed staging area within the project boundary. The bathymetric survey will be carried out utilizing a survey-grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations and sediment thicknesses sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for design and permitting of the project. The survey and all subsequent work will be relative to the North American Datum of 1983/2011 Adjustment (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FOOT) horizontal and vertical geodetic control monuments. All surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

Site Conditions Survey *(Engineering and Ecological Evaluation)*

This task consists of a site visit to verify the aerial photo and *Canal Management Master Plan* database information including site access, potential staging area conditions, and other site logistical and permitting items. A site sketch and site photographs will be obtained.

AMEC Foster Wheeler staff will perform a mangrove wetlands delineate to document the presence/ of red mangroves within the project footprint in accordance with Florida Administrative Code, Chapter 62-340, the USACE 1987 Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Wetlands, including mangroves, will be evaluated utilizing the FDEP Uniform Mitigation Assessment Method (UMAM) to assess the direct and indirect impacts as well as to determine the appropriate compensatory mitigation, if any.

AMEC Foster Wheeler benthic scientists permitted by the Florida Keys National Marine Sanctuary will conduct an in-water survey of the benthos for the purpose of identifying the

presence of any sensitive aquatic resources (i.e. seagrasses, corals, or sponges) within the immediate area of the proposed project. The findings of the above referenced biological surveys will be provided in a project narrative (biological write-up) for submittal with the permit application.

Property Owner Notifications and Approval for Staging/Equipment Area Use

AMEC Foster Wheeler will prepare and distribute via certified mail a notification letter to all property owners on the canal discussing the proposed restoration and attend one (1) neighborhood public meeting to discuss the proposed project.

Contact will be made with select property owner(s) for initial determination of approval for staging area use/equipment placement. If verbal approval for staging/equipment area use is obtained, an access agreement/easement will be prepared for approval by Monroe County and signatures will be obtained from the property owner.

Task 2: Design Plans - 30%, 60% and 100% Documents

Preliminary Design - 30% Documents

AMEC Foster Wheeler will prepare a conceptual design based upon the newly obtained additional assessment data and examine each design alternative in further detail and modify as needed to achieve the best possible result. AMEC Foster Wheeler will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details. The preliminary design plan will be submitted to Monroe County for final review and approval.

60% Construction Documents

Upon acceptance of the preliminary (30%) designs, AMEC Foster Wheeler will prepare a 60% construction submittal. The Construction Documents will include each of the following components:

- Construction Plans – depicting site impacts, maintenance of traffic, and utility impacts and relocations, if necessary.

- Specifications – Technical specifications for the project, utilizing County Standards where applicable, other accepted industry specifications if needed (i.e. FDOT, SFWMD, etc.) or developed specifically for this project application if necessary.

- Schedules – AMEC Foster Wheeler will prepare a detailed construction schedule, working closely with the County, the homeowners and other stakeholders to phase, sequence and complete construction while considering the constraints and limitations.

- Estimate of Construction Cost - The cost for the canal restoration will be refined throughout the design process and a detailed Engineer's Opinion of Probable Cost will be prepared and submitted with the 60% construction documents.

As part of the 60% design effort, AMEC Foster Wheeler will design a sediment removal, dewatering system and disposal plan for the removal of organics.

60% design plans and specifications will be submitted to Monroe County for review and comment. Comments received will be addressed and resolved to the satisfaction of the County as soon as practicable so as to not delay future design.

The 60% design plans for the proposed restoration will include:

a. existing site plan
b. proposed site plan
c. proposed grading plans
d. erosion and sediment control plans
e. construction details
f. construction schedule
g. Engineer's Opinion of Probable Cost.

100% Construction Documents Completion Submittal

Upon acceptance by the County of the 60% construction documents and comments from permitting agency reviewers, AMEC Foster Wheeler will develop the 100% construction documents for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis and construction details. AMEC Foster Wheeler will update the plans, specifications, costing, and models as required in response to regulatory comments. Comments received from Monroe County will be addressed and resolved prior to the final submittal of the 100% construction documents and design specifications.

Task 3: Permitting

AMEC Foster Wheeler will coordinate and hold pre-application permitting meetings with all required permitting agencies using the 30 percent design plans. AMEC Foster Wheeler will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD
- USACE
- FKNMS
- Monroe County

AMEC Foster Wheeler will respond to Requests for Additional Information (RAI) for each permit application. Based on prior experience, the proposed project will require National Ocean Atmospheric Association (NOAA) National Marine Fisheries Service (NMFS) Protected Resource Division (PRD) review. Amec Foster Wheeler staff will work in coordination with USACE staff to answer any questions PRD may have during their review of the project.

If impacts to wetlands or benthic resources are identified, AMEC Foster Wheeler will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits. Costs to purchase mitigation credits are not included in the cost estimate as it is unknown at this time what will be required.

Task 4: Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, AMEC Foster Wheeler will assist Monroe County, who will be procuring the construction of the restoration, with the necessary procurement documents and meetings. AMEC Foster Wheeler will provide the following services to assist Monroe County for the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Monroe County review which will include the 100% Construction documents completed by AMEC Foster Wheeler
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of Addenda, including making revisions to the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes.
- Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements.
- Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required.

A scope and cost estimate for Construction Administration and Construction Engineering Inspections are not included in this proposal as they cannot be correctly estimated until the muck volume is determined and a Contractor's construction schedule is known.

2. Deliverables:

Task 1:

- Soil Analytical & Geotechnical Reports
- Polymer Selection & Performance Report
- Bathymetric and Staging Area Topographic Surveys
- Site conditions Summary
- Notification letters
- Staging Area Access Agreements.

Task 2:

Construction Documents for the proposed restoration consisting of:

- existing site plan
- proposed site plan
- proposed grading plans
- erosion and sediment control plans
- construction details
- specifications, and
- construction cost estimate.

Task 3:

Final permits from the SFWMD, USACE, FKNMS, and Monroe County Building Department.

Task 4:

- Draft Request for Proposal Package
- Addendums as required
- Pre-proposal meeting agenda and notes

- Comments on review of proposal
- Pre-award conference meeting minutes.

3. Budget: $ 77,993.20

The attached spreadsheet provides the labor and expense details by task. Additional staff may be utilized, as needed, per the Contract Schedule of Values also attached.

4. Completion Date: December 31, 2016

ATTACHMENT TO EXHIBIT A-7
COST SPREADSHEET

AMEC Environment & Infrastructure, Inc.

Client: Monroe County
Date: 3/2/2016
Scope: Design and Permitting of Organic Removal at Canal 964

AMEC Labor Classifications	Discipline	Hourly Rate	Task 1: Assessment								Task 2a: 30% Preliminary Design		Task 2b: 60% Construction Documents		Task 2c: 100% Construction Documents		Task 3: Permitting				Task 4: Bid Support	
			Task 1A: Topographic, Planimetric, and Bathymetric Survey		Task 1B: Ecology Evaluation		Task 1C: Sediment Characterization and Dewatering Testing		Task 1D: property Owner Notification and Staging Area Access Coordination		Task 1E: Engineering Site Recon		Development of 30 Percent Construction Drawings and Specifications		Development of Final Construction Drawings, Specifications, Engineer's Construction Cost Estimate		Development of Corrected Final Construction Drawings, Specifications, and Engineer's Construction Cost Estimate		Task 3.1 Preapplication Meetings (SFWMD, ACOE, FDOT and Monroe County)		Task 3.2 Prepare-Submit Permit Applications(FDEP, ACOE, and Monroe County)		Assist with preparation of bid documents, pre-bid meetings, review of bids	
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Principal/Project Manager-Nestor Fernandez	Manag	$166.00	1	$166	1	$166	2	$332	8	$1,240	1	$166	4	$632	4	$632	4	$632	8	$1,240	4	$632	12	$1,992
Project - Jeremy Pate	Ecology	$90.00		$0	32	$2,752		$0		$0		$0		$0		$0		$0	8	$688	16	$1,376		$0
Sr Principal/Project Manager- Fernandez	Engineering	$158.00		$0	1	$190	4	$632		$0	2	$316	8	$1,272	8	$1,272	4	$632		$0	4	$632	4	$632
Senior 1- Stephen Hanks	Engineering	$189.00		$0		$0	4	$436		$0	4	$436	16	$1,748	24	$2,616	8	$872		$0	4	$872		$0
Project - Craig Cantrell	Engineering	$189.00		$0		$0	12	$1,308	16	$1,744	24	$2,616	32	$3,488	24	$2,616	16	$1,744	8	$872	32	$3,488	32	$3,488
Senior Tech 5 - Derek D'Aboaby	CEI	$70.00		$0		$0	8	$560		$0		$0	32	$2,240	16	$1,120	16	$700		$0	16	$1,120		$0
Registered Land Surveyor- Mike Jones	Survey	$158.00	3	$477		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0
Survey Party Chief- Tpassword or M Fells	Survey	$75.00	30	$2,025		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0
Survey Technician I- G Lloyd or G Cruz	Survey	$67.00	28	$2,613		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0
Survey CADD Draftperson II-P Wilson/Tony Waters	Survey	$101.00	16	$1,616		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0
Project - Shannon McManus	Ecology	$90.00		$0	4	$344		$0		$0		$0		$0		$0		$0		$0	4	$344		$0
Admin II-Maggie Kanakis	Admin	$82.00		$0	2	$164	2	$164	16	$832	4	$328	4	$328	4	$328	8	$312		$0	8	$312	8	$616
LABOR SUBTOTAL			86	$7,796	40	$3,316	32	$3,364	40	$3,816	36	$3,756	80	$8,372	80	$8,452	56	$5,572	24	$2,800	88	$8,780	56	$6,688

Federal Travel Regulations: FAR 31.205-46			Task 1A: Topographic, Planimetric, and Bathymetric Survey		Task 1B: Ecology Evaluation		Task 1C: Sediment Characterization and Dewatering Testing		Task 1D: Staging Area Access Coordination		Task 1E: Engineering Site Recon		Development of 30 Percent Construction Drawings and Specifications		Development of Final Construction Drawings, Specifications, Engineer's Construction Cost Estimate		Development of Corrected Final Construction Drawings, Specifications, and Engineer's Construction Cost Estimate		Task 3.1 Preapplication Meetings (SFWMD, ACOE, FDOT and Monroe County)		Task 3.2 Prepare-Submit Permit Applications(FDEP, ACOE, and Monroe County)		Assist with preparation of bid documents, pre-bid meetings, review of bids	
B. UNIT RATES SUBMIT ACTUALS only		COST PER UNIT	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
Vehicle Rental		$75.00	0	$0.00	0	$0.00	1	$75.00	2	$150.00	1	$75.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Postage		$0.00	0	$0.00	0	$0.00	0	$0.00	30	$234.00	0	$0.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Lodging		$167.00	3	$501.00	9	$167.00	0	$0.00	0	$0.00	2	$334.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Lodging Tax		$15.75	5	$80.10	7	$110.73	0	$0.00	6	$0.00	1	$15.75	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Meals		$47.00	6	$279.00	1	$47.00	1	$47.00	0	$0.00	4	$184.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Air Fare		$400.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$400.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Barge and boat rental		$5,000.00	0	$0.00	0	$0.00	1	$5,000.00	0	$0.00	0	$0.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Gas (50 Stands)		$0.53	410	$217.30	280	$148.40	280	$148.40	0	$0.00	280	$148.40	0	$0	0	$0	0	$0	280	$148.40	280	$148.40	280	$148.40
Disposal Characterization Lab Testing		$1,000.00	0	$0.00	0	$0.00	1	$1,000.00	0	$0.00	0	$0.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
Permit Fees		$2,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	0	$0	0	$0	0	$0.00	1	$2,000.00	0	$0.00
Sampling Supplies and Shipping		$300.00	0	$0.00	2	$600.00	1	$300.00	0	$0.00	3	$900.00	0	$0	0	$0	0	$0	0	$0.00	0	$0.00	0	$0.00
NON-HOUSE RECOVERABLES SUBTOTAL				$1,144.40		$875.00		$4,579.40		$384.00		$2,062.15		$0.00		$0.00		$0.00		$300.00		$2,848.40		$148.40
TOTAL BY TASK				$ 8,940.40		$ 4,191.10		$ 8,936.40		$ 4,200.00		$ 5,796.15	TOTAL TASK 2:	$ 8,572.00		$ 8,452.00		$ 5,572.00	TASK 3 TOTAL:	$ 3,000.00		$ 11,616.40	TASK 4 TOTAL:	$ 6,648.40
				TOTAL TASK 1:								$ 35,343.00		$ 22,596.00						$ 14,665.00				$ 6,648.40

AMEC Environment & Infrastructure, Inc.

AMEC Labor Classifications	Discipline	Hourly Rate	TOTAL HOURS	TOTAL COST
Principal/Project Manager-Amster Fernandez	Manage	$156.00	48	$7,605.00
Project - Jeremy Pare	Ecology	$88.00	64	$5,684.00
Sr Principal/Project Manager- Fernandez	Engineering	$150.00	36	$5,605.00
Senior 1- Stephen Harris	Engineering	$100.00	64	$6,075.00
Project - Greg Corning	Engineering	$100.00	190	$21,384.00
Senior Tech II - Derek D'Adesky	CEI	$79.00	82	$6,748.00
Registered Land Surveyor- Mike Jones	Survey	$150.00	3	$477.00
Survey Party Chief- T... or M Felix	Survey	$75.00	36	$2,625.00
Survey Technician I- G Lowe or G Cruz	Survey	$67.00	36	$2,013.00
Survey CADD Draftsman II-P Wilson/Tony Waters	Survey	$101.00	16	$1,616.00
Project - Shannon McMorrow	Ecology	$86.00	8	$688.00
Admin II-Maggie Kenate	Admin	$52.00	52	$2,704.00
LABOR SUBTOTAL			647	$61,767.00

Federal Travel Regulations: FAR 31.205-46

II. UNIT RATES SUBMIT ACTUALS only	COST PER UNIT	TOTAL UNITS	TOTAL COST
Vehicle Rentals	$75.00	4	$300.00
Postage	$6.00	36	$214.00
Lodging	$167.00	6	$1,002.00
Lodging Tax	$10.70	6	$63.00
Meals	$47.00	17	$799.00
Air Fare	$400.00	1	$400.00
Barge and boat rental	$5,000.00	1	$5,000.00
Gas (10 $3/mile)	$0.53	2090	$1,107.70
Disposal Characterization Lab Testing	$1,000.00	1	$1,000.00
Permit Fees	$2,000.00	1	$2,000.00
Sampling Supplies and Shipping	$300.00	6	$1,800.00
IN-HOUSE RECOVERABLES SUBTOTAL		2,160	$14,320.30
TOTAL BY TASK			$77,893.30
		$	77,893.30

Amec Foster Wheeler Environment & Infrastructure, Inc.
2015 Revised Schedule of Values

I. Personnel

A. Professional (Engineer, Geologist, Scientist and Project Management)

Staff I	$71.00/hour
Staff II	$77.00/hour
Project	$86.00/hour
Senior	$109.00/hour
Principal/Project Manager	$155.00/hour
Senior Principal/Senior Project Manager	$159.00/hour
Chief Engineer/Scientist	$194.00/hour

B. Technical Services (Engineering and Science)

Technician I	$45.00/hour
Technician II	$55.00/hour
Senior Technician I	$60.00/hour
Senior Technician II	$70.00/hour
Project Administrator/Project Coordinator/Subcontract Administrator/Project Accountant	$75.00/hour
Technical Writer/Document Production	$ 78.00/hour
CADD/Draftsperson (includes PC/CAD) I	$66.00/hour
CADD/Draftsperson (includes PC/CAD) II	$101.00.hour
Admin I	$40.00/hour
Admin II	$52.00/hour

C. Surveying Services

Field Surveyor I	$43.00/hour
Field Surveyor II	$47.00/hour
Survey Technician I	$67.00/hour
Survey Technician II	$72.00/hour
Survey Chief	$75.00/hour

D. Information Management

Software Engineer	$92.00/hour
Data Technician	$132.00/hour
Senior Software Engineer	$162.00/hour
Business Analyst	$132.00/hour

E. Contract Labor

From time to time, Amec Foster Wheeler retains outside Professional and Technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at 10% markup.

II. Expenses

A. Travel Expenses

1. <u>Transportation: Company pickup truck/personal vehicle, per mile – current allowable rate per County and Florida State Statutes</u>
    a. Company pickup truck per day - $75.00
    b. Common carrier or car rental multiplies by (to be the amounts authorized by Section 112.062, Florida Statutes
2. Per Diem Expenses: direct expenses in accordance with Florida State Statutes

B. Disposal of Hazardous Waste Samples

Samples of waste will be disposed by permitted methods after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements for some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work.

C. Equipment / Other Expenses

(Does not include personnel)

Digital Field Documentation Equipment (cameras, water level & measuring tape, GPS units, etc.)	$75.00/day (min 2 days
Geophysical Equipment (GPR Equipment)	$1,000.00/day (min 2 days)
Underwater Camera Equipment/Video up to 50 feet depth and low turbidity	$1,900.00/day
Environmental Monitoring & Sampling Equipment (dust, OVA, Air monitoring, Noise Meter, Light Meter)	$100.00 to $450.00/day Depending upon the equipment and scale required
Special equipment or supplies, permits, shipping charges, special printing or other items not customarily provided by Amec	Actual cost x 1.15

D. Communications

In-house costs for long distance phone, telex, telecopier, postage – project labor charges x 5%

III. Subcontract

Subcontract services will be invoiced at a cost multiplied by 1.15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: Sustainability /Projects

Bulk Item: Yes __ No X Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval of Amendment No. 8 to the Contract for *Engineering, Design and Permitting Services of the Demonstration Projects*, with AMEC Foster Wheeler Environment and Infrastructure, Inc. to provide Additional Assessment, Procurement, Access Coordination and Permitting services for a demonstration project for In Situ Muck Aeration at Canals #59, #48, #79 and #80 in Key Largo, Monroe County, Florida in an amount not to exceed $99,596.10.

ITEM BACKGROUND: The Canal #59 *In-place muck aeration installation* project is designed to evaluate the cost and effectiveness of utilizing an *in situ aeration technology* which introduces oxygen to stimulate bacteria and other organisms to degrade the accumulated muck. The presence of the muck has depleted the dissolved oxygen levels in the canal waters and the removal of the muck and addition of oxygen will help to restore the canal waters to State Department of Environmental Protection Dissolved Oxygen standards. Canal #59 in Key Largo on was selected utilizing the *Canal Management Master Plan* ranking criteria. Three additional canals are included for optional permitting and construction of the technology for potential cost savings by performing multiple projects concurrently or to award projects to different vendors. These additional canals include Canal #48 adjacent to Sound Drive, Canal #79 adjacent to Mockingbird Road and Canal #80 between Mockingbird and Heron Roads. All of these canals are among the worst as to water quality in the entire County.

The traditional methods of reducing the amount of accumulated muck require the removal of the material and are expensive and disruptive of the use of the canal. The County wants to test alternative methods that may be cheaper for the muck removal process. This project(s) will provide valuable new information to the demonstration canal program.

Design, procurement, and access agreement coordination are required in order to obtain proposals from qualified vendors, which AMEC is providing for an amount not to exceed $54,314.30. The amendment also includes the option to provide permitting services for 1-4 of these same canals at a total cost not to exceed $45,281.80. The County will decide how many canals to permit after opening of the vendor proposals. The total Amendment No. 8, cost including the optional permitting scope, is not to exceed $99,596.10.

PREVIOUS RELEVANT BOCC ACTION:

- 12-11-13: Approval to advertise an RFQ for the design and permitting of the canal demo projects.
- 02-19-14: Approval to negotiate a contract for the design and permitting of the canal demo projects.
- 05-21-14: Approval of contract with AMEC for design, permitting, field assessment tasks including bathymetric surveys, mangrove assessment, tidal studies for hydraulic modeling and geotechnical studies; project management and engineering support during construction for six (6) of the seven (7) demonstration canals in unincorporated Monroe County. The Eden Pines "Pumping" project was not yet included.
- 9-17-14: Approval of a Grant Agreement S-0723 from the Florida Department of Environmental Protection (FDEP) for funding of services for engineering construction support services and the installation of a culvert on Canal #472 Geiger Key that is the 3rd ranked canal demonstration project

in the Canal Management Master Plan for culvert installation. The project will be funded up to $100,000 in funds provided by FDEP, the County will fund the remainder.

- 9-17-14: Approval of Amendment No 1 to provide additional services related to engineering support during construction for the 3rd ranked culvert demonstration project at Canal #472 Geiger Key as funded under DEP grant S-0723.
- 2-18-15: Approval of Amendment No. 2 to change the company name from AMEC Environment & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc. and add the subcontractor 'Davis Environmental Solutions'
- 5-20-15: Approval of Amendment No. 3 to extend the contract expiration date from June 30, 2015 to December 31, 2015 at no additional cost to the County.
- 7-15-15: Approval of Scribner error correction to Amendment No. 3.
- 7-15-15: Approval of Amendment No. 4 to provide additional funds for Construction Administration and Construction Engineering Inspection Services for the Organic Removal project at Canal #266 in Big Pine, and add overall project management services from July 16, 2015 through December 31, 2015.
- 10-21-15: Approval of Amendment No. 5 to increase the scope of services at Canal #290 in the Avenues in Big Pine Key for additional budget for Construction Administration and Construction Engineering Inspection services.
- 12-09-15: Approval of Amendment #6 for an extension of project schedule, update of travel rates, and reallocation of existing funds between project tasks.
- 1-20-15: Approval of revised Amendment #6 which included missing Exhibits.

CONTRACT/CONTRACT CHANGES: Additional Engineering Services related to four new Canal Restoration Demonstration Projects including: Additional Assessment, Design, Procurement, Access Coordination, and Permitting for a Canal Restoration Demonstration Project for *In Situ Muck Aeration* at Canals #59, #48, #79 and #80 in Key Largo, Monroe County, Florida. Permitting services are optional pending County decision to move forward with permitting and construction of 1-4 canals after review of contractor proposals.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: NTE $ 99,596.10 A8 **INDIRECT COST:** ___ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: $ 99,596.10 **SOURCE OF FUNDS:** Infrastructure Funds .

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Amec Foster Wheeler Contract #A-8

Effective Date: March 23, 2016

Expiration Date: December 31, 2016

Contract Purpose/Description:

This Amendment authorizes an increase in the scope of services to the Engineering Design And Permitting Services contract to provide Additional Assessment, Design, Procurement, Access Coordination, and Permitting Services for four canal restoration projects for In Situ Muck Aeration at Canals #59, #48, #79 and #80 in Key Largo, Monroe County, FL.

Contract Manager: Rhonda Haag (Name) 8774 (Ext.) CAD M.S. #26 (Department/Stop #)

for BOCC meeting on 3/23/16 Agenda Deadline: 3/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ A-8 NTE $99,596.10 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: 304-23000-560630-PE1302-530340

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: N/A

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes ☐ No ☐		
Risk Management	3-8-16	Yes ☐ No ☑	M. Sluss	3-8-16
O.M.B./Purchasing	3/8/16	Yes ☐ No ☑	Christina Bradley	3/8/16
County Attorney	_____	Yes ☐ No ☒	Robin Meeus	3/8/16

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AMENDMENT NO. 8
TO THE CONTRACT
FOR ENGINEERING, DESIGN AND PERMITTING SERVICES
FOR THE CANAL DEMONSTRATION PROJECTS

THIS AMENDMENT NO. 8, dated March 23, 2016, is entered into between the County and the CONSULTANT, to the Contract For *Engineering, Design And Permitting Services*, dated the 21st day of May, 2014, as amended September 17, 2014 (A1), February 18, 2015 (A2), May 20, 2015 (A3), July 15, 2015 (A4), October 21, 2015 (A5), January 20, 2016 (A6) and March 23, 2016 (A7), by and between Monroe County Board of County Commissioners, "COUNTY," and AMEC Foster Wheeler Environment & Infrastructure, Inc., "AMEC".

WITNESSETH:

WHEREAS, much work has been accomplished implementing five canal restoration demonstration projects, two of which included organic muck removal utilizing traditional dredging techniques; and

WHEREAS, although these traditional methods of organic muck removal appear to be successful they are expensive and disruptive to the use of the canal by the residents; and

WHEREAS, the COUNTY desires to test alternative methods that may be less expensive and intrusive for the muck removal process; and

WHEREAS, a demonstration project at Canal #59 Key Largo, plus 3 additional potential canals (Canal #48 Key Largo, Canal #79 Key Largo, and Canal #80 Key Largo) are planned as the next set of projects to be conducted as part of the Canal Restoration Demonstration Projects; and

WHEREAS, Canal #59, and up to three other potential canal projects, will be used to evaluate the cost and effectiveness of utilizing one or more varieties of an *in place aeration technology* which introduces oxygen and potentially bio bugs to stimulate bacteria and other organisms to degrade the accumulated muck; and

WHEREAS, additional sediment coring, surveying, equipment access coordination, and design services are required at each of the four optional canals (#59, #48, #79 and #80) to in order to prepare a Request for Proposal package; and

WHEREAS, AMEC Foster Wheeler shall complete the additional assessment, access coordination and procurement services for these four canals for *in-place muck aeration.*

WHEREAS, additional permitting services are also required for each canal if the County determines to proceed with construction; and

WHEREAS, AMEC Foster Wheeler shall complete the permitting services, pending notice by the County to proceed with permitting on one or up to all four of the canals after the canal restoration proposals have been received and evaluated by the County; and

WHEREAS, the final number of these projects selected to proceed with permitting and construction shall be based on the cost and quality of proposals received.

NOW, THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and AMEC agree as follows:

1. This AMENDMENT NO. 8 is effective on the 23rd day of March, 2016 and shall extend through December 31, 2016.

2. AMEC will provide the scope of services as specified in Exhibit "A-8" attached and made a part of this AMENDMENT No. 8. The minimum services will include additional assessment, access coordination and procurement services by AMEC at Canals #59, #48, #79 and #80. The optional services will include permitting services for Canals #59, #48, #79 and #80.

3A. This AMENDMENT No. 8 provides an amount not to exceed Fifty Four Thousand Three Hundred Fourteen Dollars and Thirty Cents **($54,314.30)** to provide Additional Assessment, Access Coordination and Procurement Services related to the *In-Place Muck Aeration* demonstration project for Canals #59, #48, #79 and #80 in Key Largo, Monroe County, Florida.

3B. This AMENDMENT No. 8 also provides an additional amount not to exceed Forty Five Thousand Two Hundred Eighty One Dollars and Eighty Cents **($45,281.80)** for AMEC to provide Permitting Services related to the *In-Place Muck Aeration* demonstration project as follows:

- Canal #59 $19,546.00
- Canal #48 $8,578.60
- Canal #79 $8,578.60
- Canal #80 $8,578.60.

The County, at its option, may choose to award permitting services for none, or any one, two, three or four of the referenced canals.

The overall CONTRACT value is increased from Eight Hundred Sixty Two Thousand Four Hundred Thirty Nine Dollars and Thirty Four Cents ($862,439.34) to an amount not to exceed Nine Hundred Sixty Two Thousand Thirty Five Dollars and Forty Four Cents **($962,035.44.]**

THE REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK

IN WITNESS WHEREOF, each party caused this AMENDMENT NO. 8 to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: **CLERK**

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

AMEC FOSTER WHEELER EVIRONMENT & INFRASTRUCTURE, INC.

By: _____
Print name: Jose R. Perez
Title: Office Manager
Date: 3/8/2016

STATE OF FLORIDA
COUNTY OF Miami Dade

On this 8 day of March, 2016, before me, the undersigned notary public, Personally appeared Jose R. Perez, known to me to be the Person whose name is subscribed above or who produced _____ As identification, and acknowledged that he/she is the person who executed the above Amendment #8 to Engineering and Design agreement with Monroe County for the purposes therein contained.

By: Maggie Proenza Kanakis
Notary Public
Maggie Proenza Kanakis
Print Name
My commission expires: 3/20/2019

Seal

MAGGIL PROENZA KANAKIS
Notary Public - State of Florida
My Comm. Expires Mar 20, 2019
Commission # FF 179176
Bonded through National Notary Assn.

EXHIBIT A-8
AMEC FOSTER WHEELER'S SCOPE OF SERVICES

Part I. Mandatory Services: Additional Assessment, Assistance with Procurement, and Access Coordination Services for Canal Restoration Demonstration Projects for In Situ Muck Aeration at Canal #59 in Key Largo, Canal #48 Key Largo, Canal #79 Key Largo, and Canal #80 Key Largo, Monroe County, Florida

1) Scope of Work:

AMEC Foster Wheeler assisted the County in selecting four canal sites for implementation of the alternative canal restoration technology of *In Situ Muck Aeration*. Canal #59 in Key Largo located between Waterways and Harbor Drives was selected as the top canal. Three other canals were also selected that will have information included in the County's Request for Proposal package. These canals are:

- Canal #48 Key Largo located adjacent to Sound Drive
- Canal #79 Key Largo located adjacent to Mockingbird Road
- Canal #80 Key Largo located between Mockingbird and Heron Roads.

The canals were selected utilizing the following criteria:

- *Canal Management Master Plan* canal ranking criteria of *Poor* Water Quality
- One of the highest priority *Poor* canals needing restoration
- No identified major permitting issues with the site location
- Presence of an area for potential staging area use
- Small size to minimize cost.

AMEC shall prepare a Request for Proposal which includes the following Tasks 1 and 2 for all four canals:

Task 1: Site Conditions Survey and Staging/Equipment Area Coordination For Canals #59, #48, #79 and #80

Site Conditions Survey
This initial task consists of a site visit to verify the aerial photo and *Canal Management Master Plan* database information including site access, potential staging area conditions, and other site logistical and permitting items. A site sketch and site photographs will be obtained for each canal.

Additionally, a bathymetric and topographic survey will be performed of each canal area and proposed staging area within the project boundary. The bathymetric survey will be carried out utilizing a survey-grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations and sediment thickness sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies. Existing utilities, private property, and any other significant structure within the project boundary will be included. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. The survey and all subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or

Florida Department of Transportation (FOOT) horizontal and vertical geodetic control monuments.

Property Owner Notification and Approval for Staging/Equipment Area Use

AMEC Foster Wheeler will prepare and distribute via certified mail a notification letter to all property owners on the four canals discussing the proposed restoration and attend one (1) neighborhood public meeting to discuss the proposed project.

Contact will be made with select property owner(s) for initial determination of approval for staging area use/equipment placement. If verbal approval for staging/equipment area use is obtained, an access agreement/easement will be prepared for approval by Monroe County and signatures will be obtained from the property owner. If an approved staging area access agreement cannot be obtained at any canal then Monroe County will be presented with additional alternative canals.

Task 2: Procurement of Construction Contractor including Canal #59, #48, #79 and #80

AMEC Foster Wheeler will complete the following tasks related to procurement of a construction contractor for the in-place muck aeration project with the option to include a supplemental technology such as use of microbes:

- Prepare a draft Request for Proposal package for solicitation of proposals which will include a technical scope for each canal, proposal requirements, selection criteria, and draft contract.
- Respond to applicable Proposers' RFI's and assist in the preparation of Addenda, including making revisions to the Proposal Bidding Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and assist in preparation of meeting minutes
- Conduct a Responsibility Review of the Proposals
- Consult with and provide technical support and assistance to the County as required.

2. Deliverables:

Task 1: Site conditions Summary, Bathymetric and Staging Area Topographic Survey, Staging Area Access Agreements.
Task 2: A final Request for Proposal package, addendums as required, and an evaluation checklist of the received proposals.

3. Budget Task 1 and 2 for Four Canals: $ 54,314.30

A cost spreadsheet providing the labor and expenses by task is attached. Additional staff may be utilized on these projects, as needed, per the Contract Schedule of Values also attached.

4. Completion Date: December 31, 2016

Part II Optional Services. At the County's option and direction, AMEC will proceed with Permitting Services for any one or combination of Canal #59 in Key Largo, Canal #48 Key Largo, Canal #79 Key Largo, and Canal #80 Key Largo, Monroe County, Florida

Optional work of permitting the canal sites as detailed in Task 3 may be approved by the County after review of the in-situ aeration proposals and a County decision to move forward with construction on one or more of the canals.

Task 3: Permitting

Permit Design Plans
AMEC Foster Wheeler will review the selected in-situ aeration contractor's design plans and prepare a preliminary design package that can be utilized for permitting. The preliminary design plans will include an existing site plan, proposed site plan, erosion and sediment control plans, and construction details.

AMEC Foster Wheeler will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Florida Keys National Marine Sanctuary (FKNMS) and Monroe County using the preliminary design plans.

Permit Applications
AMEC Foster Wheeler will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD
- USACE
- FKNMS
- Monroe County.

AMEC Foster Wheeler will respond to up to two Requests for Additional Information (RAI) for each permit application. If there is a major permitting issue related to the Contractors supplemental technology that requires more extensive additional information responses, Monroe County will be contacted to determine how to proceed. Monroe County will pay the required permit application and permit fees, except for those from Monroe Counties.

Final Design
AMEC Foster Wheeler will incorporate any required agency comments into a final design plan set to be utilized by the contractor for construction.

A scope and cost estimate for Construction Administration and Construction Engineering are not included as they cannot be determined until a design is selected and a Contractor's construction schedule is known.

2. Deliverables:

Task 3: Final design plans and permits from the SFWMD, USACE, FKNMS, and Monroe County Building Department.

3. Budget: Task 3

If only one canal approved (assume it is Canal #59): $19,546.00
Canal #48: $8,578.60
Canal #79: $8,578.60
Canal #80: $8,578.60
TOTAL TASK 3 ALL FOUR CANALS NOT TO EXCEED: $45,281.80

The attached spreadsheet provides the labor and expenses by task 3. Additional staff may be utilized on these projects, as needed, per the Contract Schedule of Values also attached.

4. Completion Date: December 31, 2016

ATTACHMENT TO EXHIBIT A-8
COST SPREADSHEET

Amec Foster Wheeler

Client: Monroe County
Date: 3/27/2018

Scope: Additional Assessment, Access Coordination, Procurement and Permitting In Situ Muck Aeration System at Canals #59
Reference: Amendment No. 8

AMEC Labor Classifications	Discipline	Hourly Rate	Task 1: Site Conditions Survey and Staging/Equipment Area Coordination								Task 2: Assistance with Procurement		Task 3 Permitting				TOTAL	
			Topographic and Bathymetric Surveys		Ecology Evaluation		Site Visit		Owner Notification and Staging/Equipment Area Access		Prepare RFP, pre-proposal meeting, review of proposals		Preliminary Design and Preapplication Meetings (SFWMD, USACE, FKNMS and Monroe County)		Prepare-Submit Permit Applications (SFWMD, USACE,FKNMS, and Monroe County)			
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Principal/Project Manager -W Blanden/N Fernandez	Management	$155.00		$0	1	$155	6	$930	6	$930	8	$1,240	10	$1,550	8	$1,240	39	$6,045
Sr Principal/Project Manager - F Fraxedas	Engineering	$150.00		$0		$0		$0	1	$150		$0		$0		$0	7	$1,113
Senior - Stephen Hanks	Engineering	$109.00		$0		$0		$0		$0	12	$1,308	16	$1,744	24	$2,616	52	$5,668
Senior - Greg Corning	Engineering	$109.00		$0		$0	12	$1,308	16	$1,744	12	$1,308	24	$2,616	24	$2,616	88	$9,592
Project - Jeremy Pans	Ecology	$86.00		$0	16	$1,376		$0		$0		$0	8	$688	16	$1,376	40	$3,440
CADD/Draftperson III	Engineering	$85.00	15	$990		$0		$0		$0	8	$396	4	$264	2	$132	27	$1,782
Registered Land Surveyor- Mike Jones	Survey	$158.00	2	$316		$0		$0		$0		$0		$0		$0	2	$316
Survey Party Chief-T Jaskiewicz/ M Felbs	Survey	$75.00	29	$2,175		$0		$0		$0		$0		$0		$0	29	$2,175
Survey Technician II- A Aponte/G Cruz	Survey	$67.00	29	$1,943		$0		$0		$0		$0		$0		$0	29	$1,943
Senior Tech III - Derek D'Adesky	CEI	$70.00		$0		$0		$0		$0		$0	12	$840	12	$840	24	$1,680
Admin II-Maggie Kerekes	Admin	$52.00	0	$0		$0	2	$104	16	$832	4	$208		$0	6	$312	28	$1,456
																	0	$0
LABOR SUBTOTAL			75	$5,429	17	$1,531	20	$2,342	39	$3,665	48	$5,414	74	$7,702	92	$9,132	365	$35,212

II. UNIT RATES SUBMIT ACTUALS only	COST PER UNIT	Topographic, Planametric and Bathymetric Surveys		Ecology Evaluation		Site Visit		Owner Notification and Staging/Equipment Area Access		Prepare RFP, pre-proposal meeting, review of proposals		Preliminary Design and Preapplication Meetings (SFWMD, USACE, FKNMS and Monroe County)		Prepare-Submit Permit Applications (SFWMD, USACE,FKNMS, and Monroe County)		TOTAL	
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
Turbidity Meter	$300.00		$0		$0	0	$0		$0		$0		$0		$0	0	$0
Lodging	$167.00	2	$334		$0	0	$0		$0		$0		$0		$0	2	$334
Lodging Tax	$16.70	2	$33		$0	0	$0		$0		$0		$0		$0	2	$33
Meals	$47.00	7	$329	1	$47	0	$0		$0		$0		$0		$0	8	$376
Air Fare	$400.00		$0		$0	0	$0		$0		$0		$0		$0	0	$0
Permit fees	$2,500.00	0	$0		$0	0	$0		$0		$0		$0	1	$2,500	1	$2,500
Gas ($0.53/mile)	$0.53	410	$217	280	$148	200	$106	200	$106	200	$106	400	$212		$0	1690	$895
Postage	$7.00	0	$0		$0	0	$0	35	$245		$0		$0		$0	35	$245
Sampling Supplies	$50.00		$0		$0		$0		$0		$0		$0		$0	0	$0
IN-HOUSE RECOVERABLES SUBTOTAL			$914		$195		$106		$351		$106		$212		$2,500	0	$4,384
TOTAL BY TASK		$ 6,339.70		$ 1,726.00		$ 2,448.00		$ 4,016.00		$ 5,520.00		$ 7,914.00		$ 11,632.00		$ 39,596.10	
				TOTAL TASK 1:				$ 14,530.10	TOTAL TASK 2:	$ 5,520.00		TASK 3 TOTAL:		$ 19,546.00			
				TASK 1 AND 2 TOTAL Canal #59:				$ 20,050.10									
																$ 39,596.10	

ATTACHMENT TO EXHIBIT A-4
COST SPREADSHEET

Amec Foster Wheeler

Client: Monroe County
Date: 3/3/2016

Scope: Additional Assessment, Access Coordination, Procurement and Permitting In Situ Muck Aeration System at Canals 848, 879 and 880 Key Largo
Reference: Amendment No. 8

AMEC Labor Classifications	Discipline	Hourly Rate	Task 1: Site Conditions Survey and Staging/Equipment Area Coordination								Task 2: Assistance with Procurement		Task 3: Design and Permitting				TOTAL	
			Topographic and Bathymetric Surveys		Ecology Evaluation		Site Visit		Owner Notification and Staging/Equipment Area Access		Prepare RFP, pre-proposal meeting, review of proposals		Preliminary Design and Preapplication Meetings (SFWMD, USACE, FKNMS and Monroe County)		Prepare-Submit Permit Applications (SFWMD, USACE,FKNMS, and Monroe County)			
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Principal/Project Manager -W Blanden/H Fernandez	Management	$155.00		$0.00	1	$155.00	2	$310.00	6	$930.00	2	$310.00	2	$310.00	2	$310.00	15	$2,325.00
Sr Principal/Project Manager- Fraxedas	Engineering	$150.00		$0.00		$0.00		$0.00	1	$150.00	2	$318.00		$0.00		$0.00	3	$477.00
Senior - Stephen Hanks	Engineering	$109.00		$0.00		$0.00		$0.00		$0.00	4	$436.00	6	$654.00	12	$1,308.00	22	$2,398.00
Senior - Greg Corrang	Engineering	$109.00		$0.00		$0.00	4	$436.00	10	$1,090.00	4	$436.00	12	$1,308.00	12	$1,308.00	42	$4,578.00
Project - Jeremy Pare	Ecology	$86.00		$0.00	8	$688.00		$0.00		$0.00		$0.00	6	$516.00	8	$688.00	22	$1,892.00
CADD/Draftsperson II	Engineering	$66.00	15	$990.00		$0.00		$0.00		$0.00	2	$132.00	4	$264.00	2	$132.00	23	$1,518.00
Registered Land Surveyor - Mike Jones	Survey	$159.00	2	$318.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$318.00
Survey Party Chief-T Jashinowski/ M Felbe	Survey	$75.00	25	$1,875.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	25	$1,875.00
Survey Technician I- A Aponte/G Cruz	Survey	$67.00	25	$1,675.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	25	$1,675.00
Senior Tech III - Derek D'Adosky	CEI	$70.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$280.00	6	$420.00	10	$700.00
Admin II-Maggie Ramelo	Admin	$52.00	0	$0.00		$0.00	2	$104.00		$0.00	2	$104.00		$0.00	4	$208.00	8	$416.00
																	0	$0.00
LABOR SUBTOTAL			67	$4,858.00	9	$843.00	8	$850.00	17	$2,179.00	16	$1,736.00	34	$3,332.00	46	$4,374.00	197	$18,172.00

B. UNIT RATES SUBMIT ACTUALS only	COST PER UNIT	Topographic, Planametric and Bathymetric Surveys		Ecology Evaluation		Site Visit		Owner Notification and Staging/Equipment Area Access		Prepare RFP, pre-proposal meeting, review of proposals		Preliminary Design and Preapplication Meetings (SFWMD, USACE, FKNMS and Monroe County)		Prepare-Submit Permit Applications (SFWMD, USACE,FKNMS, and Monroe County)		TOTAL	
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
Turbidity Meter	$300.00		$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
Lodging	$167.00	2	$334.00		$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00	2	$334.00
lodging Tax	$16.70	2	$33.40		$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00	2	$33.40
Meals	$47.00	7	$329.00	1	$47.00	0	$0.00		$0.00		$0.00		$0.00		$0.00	8	$376.00
Air Fare	$400.00		$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
Permit Fees	$2,000.00	0	$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00	0.3	$600.00	0	$600.00
Gas ($0.53/mile)	$0.53	50	$26.50	50	$26.50	50	$26.50	200	$106.00	50	$26.50	50	$26.50		$0.00	450	$238.50
Shipping, phone, misc	$246.10	0	$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00	1	$246.10	1	$246.10
Sampling Supplies	$50.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
IN-HOUSE RECOVERABLES SUBTOTAL			$722.90		$73.50		$26.50		$106.00		$26.50		$26.50		$846.10	$0.00	$1,828.00

TOTAL BY TASK	$ 5,580.90	$ 916.50	$ 876.50	$ 2,285.00	$ 1,762.50	$ 3,358.50	$ 5,220.10	$ 20,000.00
TOTAL TASK 1:	$ 9,558.90	TOTAL TASK 2:	$ 1,762.50	TASK 3 TOTAL:	$ 8,578.60			
TASK 1 AND 2 CANALS 848, 879 AND 880:	$ 11,321.40						$	20,000.00

Amec Foster Wheeler Environment & Infrastructure, Inc.
2015 Revised Schedule of Values

I. Personnel

A. Professional (Engineer, Geologist, Scientist and Project Management)

Staff I	$71.00/hour
Staff II	$77.00/hour
Project	$86.00/hour
Senior	$109.00/hour
Principal/Project Manager	$155.00/hour
Senior Principal/Senior Project Manager	$159.00/hour
Chief Engineer/Scientist	$194.00/hour

B. Technical Services (Engineering and Science)

Technician I	$45.00/hour
Technician II	$55.00/hour
Senior Technician I	$60.00/hour
Senior Technician II	$70.00/hour
Project Administrator/Project Coordinator/Subcontract Administrator/Project Accountant	$75.00/hour
Technical Writer/Document Production	$ 78.00/hour
CADD/Draftsperson (includes PC/CAD) I	$66.00/hour
CADD/Draftsperson (includes PC/CAD) II	$101.00.hour
Admin I	$40.00/hour
Admin II	$52.00/hour

C. Surveying Services

Field Surveyor I	$43.00/hour
Field Surveyor II	$47.00/hour
Survey Technician I	$67.00/hour
Survey Technician II	$72.00/hour
Survey Chief	$75.00/hour

D. Information Management

Software Engineer	$92.00/hour
Data Technician	$132.00/hour
Senior Software Engineer	$162.00/hour
Business Analyst	$132.00/hour

E. Contract Labor

From time to time, Amec Foster Wheeler retains outside Professional and Technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at 10% markup.

II. Expenses

A. Travel Expenses

1. <u>Transportation: Company pickup truck/personal vehicle, per mile – current allowable rate per County and Florida State Statutes</u>
    a. Company pickup truck per day - $75.00
    b. Common carrier or car rental multiplies by (to be the amounts authorized by Section 112.062, Florida Statutes
2. Per Diem Expenses: direct expenses in accordance with Florida State Statutes

B. Disposal of Hazardous Waste Samples

Samples of waste will be disposed by permitted methods after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements for some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work.

C. Equipment / Other Expenses

(Does not include personnel)

Digital Field Documentation Equipment (cameras, water level & measuring tape, GPS units, etc.)	$75.00/day (min 2 days
Geophysical Equipment (GPR Equipment)	$1,000.00/day (min 2 days)
Underwater Camera Equipment/Video up to 50 feet depth and low turbidity	$1,900.00/day
Environmental Monitoring & Sampling Equipment (dust, OVA, Air monitoring, Noise Meter, Light Meter)	$100.00 to $450.00/day Depending upon the equipment and scale required
Special equipment or supplies, permits, shipping charges, special printing or other items not customarily provided by Amec	Actual cost x 1.15

D. Communications

In-house costs for long distance phone, telex, telecopier, postage – project labor charges x 5%

III. Subcontract

Subcontract services will be invoiced at a cost multiplied by 1.15

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Administrator

Bulk Item: ____ No X Staff Contact : Rhonda Haag, (453-8774)

AGENDA ITEM WORDING: Approval to enter into yard waste processing agreement with Energy 3, LLC, for the County's Yard Waste to be processed at a gasification facility at a rate of $67.20 per ton.

ITEM BACKGROUND: The proposed contract follows the BOCC guidance and requires Energy 3 LLC to have a gasification plant in operation within 30 months of contract execution. In meeting the no-risk direction required by the BOCC, the rate of $67.20 will automatically begin on the earlier of 1) September 23, 2018, i.e. 30th month after the effective date of this agreement, *regardless of whether the Gasification Facility is fully operational* or 2) the date of the Commercial Operation Date of the Gasification Facility if that occurs prior to the 30 month Commercial Operation Deadline. There follows a 15 year term from the startup of the gasification plant through contract termination. A five year extension option is included.

Estimated contract costs are $24 Million. This represents estimated savings of **$246,000/year** when compared to the current composting operation, for an **estimated savings of $3.69 Million** over 15 years. The contract requires that **recycle rates meet or exceed 75%** for yard waste

Background:

- In June 2014, the County issued a Request for Proposals (RFP) for the services of an experienced contractor to process the County's yard waste. The Board's direction was to meet the combined goals of a highly sustainable approach, high quality of services, at the most cost-effective price.

- In September 2014, Energy3, LLC, submitted a proposal and was the highest ranked respondent, offered a state of the art gasification method, 100% private financing, backed by an insurance company, at a rate more than 20% below what the County was currently contracted to pay for haul out services. Energy3's proposal included an interim processing rate of $79.50 for composting services and a long term rate of $67.20 for gasification services.

- On December 15, 2014, the *Monroe County Climate Change Advisory Committee (CCAC)* passed a resolution in support of the gasification concept and requested that the County follow the original recommendations for yard waste processing in the County's RFP. BOCC directed staff to expedite a contract for the interim processing of the yard waste. On February 18, 2015, the interim contract was approved and on May 18th, 2015 Energy 3 began processing the County's yard waste.

- On January 20, 2016, after a presentation by Energy 3 and a due diligence update by staff and HDR, BOCC directed staff to prepare a no-risk gasification feedstock agreement. Counsel, public works and sustainability staff worked together to negotiate a no-risk feedstock agreement, with assistance from HDR.

- At this March 23, 2015 meeting a long-term no-risk feedstock agreement is presented. It includes yard waste haul out services from the County's 3 Transfer Stations and yard waste gasification services out of the County. Funding for years 1-15 (year 1 begins after the Commercial Operating Date of the gasification facility) of the Agreement are estimated as follows:

	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
Yard Waste Haul out	$ 1,344,000	$ 1,377,600	$1,412,040	$1,447,341	$1,483,525	$1,520,613	$ 1,558,628
Cumulative	$1,344,000	$2,721,600	$4,133,640	$5,580,981	$7,064,506	$8,585,118	$10,143,746

Year 8	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**
$1,597,594	$1,637,533	$1,678,472	$1,720,434	$1,763,444	$1,807,531	$1,852,719	$ 1,899,037
11,741,340	13,378,873	15,057,345	16,777,779	18,541,223	20,348,754	$ 22,201,473	$ 24,100,509

These numbers represent estimated numbers only, and are based on estimated quantities of materials and maximum allowed periodic CPI increases of 2.5%. Actual numbers are expected to vary.

- March 16, 2016: CCAC submitted a letter of support reaffirming the committee's unanimous support for adoption of the Energy 3 gasification project.

PREVIOUS RELEVANT BOCC ACTION:

- 2-19-14: Presented options for yard waste incineration demonstration. BOCC directed staff to proceed with RFP for processing of yard waste.
- 5-21-14: Presented CCAC recommendations as to evaluation criteria for the RFP.
- 06-11-14: Approval to issue a Request For Proposals for processing of the County yard waste.
- 10-17-14: Approval to conduct further research and enter into negotiations with Energy 3 for a proposed gasification project.
- 12-10-14: Update on research of gasification technology and Energy3. BOCC directed staff to expedite a contract for the interim processing of the yard waste.
- 02-18-15: Approval of an interim yard waste processing contract, to allow continuation of the due diligence process
- 10-17-15: Brief update of status of the work being performed under the interim contract and ongoing gasification project negotiations.
- 01-20-16: Presentation on progress status by Energy 3, and staff update on the technical and financial due diligence process for Energy 3 gasification facility project. BOCC directed staff to prepare a no-risk contract.

MOST IMPORTANT CONTRACT/AGREEMENT CLAUSES:

Contract terms and conditions which are beneficial to the County:

a) Reduction in Rate: A favorable rate of $67.20/ton for the approximately 20,000 tons of yard waste, 20% below what the County was paying and $12.30/ton below the $79.50/ton rate the County is paying under the Interim Agreement.
b) No Risk to the County: The rate of $67.20 will automatically begin on the earlier of 1) September 23, 2018, i.e. 30 months after the effective date of this agreement, regardless of whether the Gasification Facility is fully operational or 2) the date of the Commercial Operation Date of the Gasification Facility if that occurs prior to the 30 month Commercial Operation Deadline.
c) CPI Cap: A maximum cap on CPI increases of 2.5% annually.
d) No Fuel Adjustment. No fuel adjustment allowance in any year.
e) The Contractor will be responsible for the design, permitting, and construction of the Gasification Plant.
f) No Minimum amount of Yard Waste: The County is not obligated to provide a minimal amount of Yard Waste under the term of this Agreement.
g) 75% Recycling Rate: The Contract provides for a recycling rate of 75% or greater be maintained for processing the County's Yard Waste throughout the term of the agreement.
h) Potential Rate Reductions: Provides for potential rate reductions after the first three full Contract Years, if the County delivers more than 30,000 tons of waste and if Contractors cumulative net income rate of return is in excess of 17%.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $24 Million Estimated **INDIRECT COST: ___ BUDGETED:** Yes X No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $24 Million Estimated **SOURCE OF FUNDS: Solid Waste Funds.**

REVENUE PRODUCING: Yes __ No _X__ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ____ OMB/Purchasing CB Risk Management ____

DOCUMENTATION: Included___ Not Required____

DISPOSITION:_____ **AGENDA ITEM #** CAD #___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Energy 3, LLC. Contract #_____

Effective Date: March 23, 2016

Expiration Date: NTE 17 years and 6 months from the Effective Date

Contract Purpose/Description:

This Agreement authorizes Energy 3, LLC to provide long term yard waste processing services at it's gasification plant to be built, for a period up to 17 years and 6 months.

Contract Manager: Will Thompson (Name) 292-4432 (Ext.) M.S. 1 (Department/Stop #)

for BOCC meeting on 03/26/15 Agenda Deadline: 03/08/16

CONTRACT COSTS

Total Dollar Value of Contract: $ 24 Million Estimated Current Year Portion: $ 0

Budgeted? Yes ☒ No ☐ Account Codes: 414-40000-530340 --_-_-_-_

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

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	_____	Yes ☐ No ☐	_____	_____
Risk Management	3-8-16	Yes ☐ No ☑	M. Flynn	3-8-16
O.M.B./Purchasing	3/9/16	Yes ☐ No ☑	Christine Brockett	3/9/16
County Attorney	3/8/16	Yes ☐ No ☒	Christine Hilbert-Barrocas	3/8/16

Comments: _____

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294 4641

BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugent, District 2
Danny Kolhage, District 1
David Rice, District 4
Sylvia Murphy, District 5

Monroe County Climate Change Advisory Committee
C/O Monroe County Extension Services
1100 Simonton Street, Suite 2-260
Key West, FL 33040
Phone: (305) 292-4501
Fax: (305) 292-4415
E-mail - monroe@ifas.ufl.edu
Website - http://monroe.ifas.ufl.edu

March 7, 2016

Monroe County Board of County Commissioners
c/o Mr. Roman Gastesi, County Administrator

Dear Monroe County Board of County Commissioners:

On behalf of the members of the Climate Change Advisory Committee (CCAC), I would like to thank you for taking progressive actions to address climate change issues. We all are appreciative of the opportunity you have provided each of us to assist you in this important endeavor.

We are submitting this letter to reaffirm the committee's unanimous support for adoption of the Energy-3 project.

On February 18th, 2015 the CCAC put forward a resolution recommending that the Monroe County Board of County Commissioners move forward with gasification for long term processing of yard waste. The CCAC reviewed the gasification technology and found it to be consistent with the Monroe County Climate Action Plan. The CCAC recommended that the BOCC ensures that the project will be scalable to address future waste streams including recycling and waste from storm events. Furthermore, The CCAC recommended the annual reporting of byproducts and emissions generated by the process.

We want to applaud the vision of this board to seek alternative waste disposal methods and we urge approval of the E-3 contract to move this project forward.
Again, thank you for your ongoing support.

Sincerely,

Robert Glazer
Chair, Climate Change Advisory Committee

WASTE SUPPLY AND PROCESSING AGREEMENT

This Waste Supply and Processing Agreement is entered into and effective the 23d day of March, 2016 ("Effective Date") by and between Monroe County, a political subdivision of the State of Florida whose address is 1100 Simonton Street, Key West, FL 33040 (as defined below, "County") through the Monroe County Board of County Commissioners and Energy3, LLC, a Delaware limited liability company, whose corporate address is 1997 Annapolis Exchange Parkway, Suite 300, Annapolis, MD 21401 (as defined below, "Contractor").

RECITALS

WHEREAS, County collects Yard Waste and other waste materials from residents, businesses and government properties within the County; and

WHEREAS, County and Contractor are party to an Interim Yard Waste Processing Service Agreement dated February 18, 2015 pursuant to which Contractor receives Yard Waste from County and transports and processes such Yard Waste (the "Interim Agreement"). The Interim Agreement has a term of thirty (30) months, subject to extension by the Parties, and is scheduled to expire November 18, 2017; and

WHEREAS, Contractor at its sole cost intends to develop and install a waste gasification facility (the "Facility") at a location outside Monroe County which will be used to process the County's Yard Waste; and

WHEREAS, the County's only principal obligations under this agreement are to supply all of its residential Yard Waste to the Contractor and pay for services as set forth in this Agreement. The Parties agree that the County shall bear no financial responsibility for development or installation of the Facility and all permitting and other services needed for development and installation of the Facility will be solely the responsibility of the Contractor; and

WHEREAS, County and Contractor wish to enter into this Agreement for delivery of Yard Waste and other waste materials as agreed to by the Parties for Contractor to process.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, County and Contractor agree as follows.

AGREEMENT

ARTICLE 1 – DEFINITIONS; INTERPRETATION

1.1 **Definitions**. Capitalized terms used in this Agreement shall have the meanings given to them in this Section, unless otherwise expressly defined herein.

1.1.1 **Acceptable Waste.** Yard Waste and Canal Waste. Other types of wastes may be added as agreed to by the Contractor and the County as acceptable for processing by the Contractor at the Facility and meeting the applicable specifications of Exhibit F.

1.1.2 **Acceptance or Accept.** The receipt of physical custody by Contractor of Acceptable Waste delivered by County at the applicable Point of Delivery.

1.1.3 **Additional Performance Data**. The additional performance data described in Exhibit I to this Agreement.

1.1.4 **Administrator.** The administrator of the Solid Waste Department of the County or any other Person designated by County to perform similar responsibilities.

1.1.5 **Affiliate.** Means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

1.1.6 **Agreement.** This written document and all exhibits, attachments, and amendments hereto between County and Contractor, as it may be amended in accordance with its terms.

1.1.7 **Applicable Law**. Any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued by any Governmental Authority having jurisdiction or the requirements of any professional or industry organization or society in an applicable discipline which have been codified or incorporated by a Governmental Authority, applicable from time to time to any activities associated with the subject matter of this Agreement, including but not limited to design, construction, permitting and operation of the Facility or any other transaction or matter contemplated or services required under this Agreement, (including any of the foregoing which concern health, safety, fire environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages). Applicable Law shall include Environmental Laws.

1.1.8 **Approved Product.** Any substance resulting from the processing of the Acceptable Waste and approved by County, including, but not limited to, all substances listed in Exhibit D.

1.1.9 **Back-Up Facility.** A facility other than the Facility capable of processing Acceptable Waste by composting, anaerobic digestion or other approved means, which shall not include a landfill or incinerator, and which is first approved by the County. To be approved, the Back-Up Facility shall produce substantially the same type and amount of Recycling Credits as the Facility.

1.1.10 **Biological Waste.** Any substance that causes or has the capability of causing disease or infection and which includes biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals, including, but not limited to, substances regulated pursuant to the U. S. Solid Waste

Act, as amended by the Medical Waste Tracking Act of 1988, and related regulations at 40 C.F.R. parts 22 and 259, and Fla. Stat. Section 381.0098 and related regulations at F. A. C. Section 64E-16, and any similar federal, state or local laws.

1.1.11 **Biomass.** Trees, tree parts (including limbs, tops, branches, bark and stumps), woody residues, untreated lumber and wood scraps, sawdust, sanderdust, chips, millings, shavings, silvicultural materials such as logging residues or slash and overhead prunings and other plant matter or woody materials.

1.1.12 **BOCC.** Monroe County Board of County Commissioners.

1.1.13 **Business Day.** Any day other than a Saturday or Sunday on which banks in Florida are open for business.

1.1.14 **C & D Waste.** Waste from construction and demolition of buildings and other improvements and meeting the specifications of Exhibit F.

1.1.15 **Canal Waste**. Biomass and other vegetative material dredged or collected from canals or other waterways in the County, dewatered and otherwise meeting the requirements set forth in Exhibit F.

1.1.16 **Change in Law.** Any of the following events or conditions which has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations): (i) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the Commercial Operation Date of any federal, state or local law, regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was, on or prior to the Commercial Operation Date, proposed and published in the federal or Florida register; (ii) the order or judgment of any federal, state or local court, administrative agency or other Governmental Authority, on or after the Commercial Operation Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of the County, whichever is asserting the occurrence of a Change in Law; (iii) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or requirement which is more stringent or burdensome than prior precedent or practice in connection with the issuance, renewal or failure of issuance or renewal on or after the Commercial Operation Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or of the County, whichever is asserting the occurrence of a Change in Law.

A "Change in Law" shall not include (1) a change in any Applicable Law pertaining to taxes, (2) a change in the law of any foreign country, (3) any change in law

(including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Facility or the Contractor than those set forth in the obligations contained herein, or (4) any change in interpretation, however stringent, by the DEP of the meaning of the terms and conditions of any applicable Legal Entitlement issued by the DEP and in force as of the Commercial Operation Date.

Only a change in law which renders the Contractor's performance under the contract impossible as described in Section 15.1 shall excuse the Contractor from performance under the terms of this Agreement.

1.1.17 **Commercial Operation Date.** The date on which the Facility becomes fully operational for the purposes of processing Yard Waste. For purposes of this Agreement, the Commercial Operation Date shall occur when all of the following, enumerated items have been satisfied (i) the Facility has received all Legal Entitlements necessary for it to Process the Yard Waste in accordance with this Agreement; (ii) the Facility is installed (subject to punch list items, which are only nonmaterial items of construction of the Facility) and can demonstrate that it can process Yard Waste and other wastes associated with no less than 90% of its design capacity; (iii) the Facility has satisfactorily completed commissioning and performance testing in accordance with the requirements of the equipment supply agreements for the RODECS® processing equipment and electric generators, the engineering, procurement and construction/general contract, and the requirements of any engineer representing the Financiers or related warranty provider and any Additional Performance Data are provided; (iv) Contractor has secured an obligation through a contract or under Applicable Laws for the purchase of all of the excess electric energy generated at the Facility ("Power Purchase Agreement") for a period of time not less than five years from the Commercial Operation Date; (v) Contractor has provided written notice to County of the satisfaction of these requirements and copies of any commissioning or testing certificates; and (vi) County confirms the Commercial Operation Date in writing. County shall have twenty (20) Business Days to review Contractor's written notice and related documentation for compliance with this Agreement and to issue a notice accepting Contractor's designation of the proposed Commercial Operation Date; County shall not unreasonably withhold, delay, or condition its confirmation, and failure of the County to provide a written response either approving or disapproving the Contractor's designation of the Commercial Operations Date within the twenty (20) Business Day period shall be deemed an acceptance of the Contractor's designated Commercial Operation Date. If the County disagrees with Contractor's designation, County shall provide written notice of the reasons for its disagreement within the twenty (20) Business Day period. A good faith dispute between the Parties as to whether Commercial Operation has occurred, which extends beyond the COD Deadline (as defined in Section 2.4(a)), shall not, in and of itself, constitute a failure by Contractor to achieve the COD Deadline, as long as Contractor (i) Processes the Yard Waste at the Facility or a Back-up Facility and the Facility or Back-up Facility is producing Recycling Credits

for Yard Waste being Processed of 75% or greater and (ii) the Contract Price is adjusted as set forth in Section 3.1.1 commencing on the date that is 30 months after the Effective Date.

The Parties agree that the Commercial Operation Date shall be reached within 30 months of execution of this Agreement, unless extended for Uncontrollable Circumstances or by agreement of the Parties pursuant to Section 2.4(c).

1.1.18 **Contract Year**. A period of time one calendar year in length and commencing on October 1, except the first Contract Year and last Contract Year may be a partial calendar year depending upon the Commercial Operation Date.

1.1.19 **Contractor.** Energy3, LLC, a Delaware limited liability company, and its successors and permitted assignees.

1.1.20 **County.** Monroe County, a political subdivision of the State of Florida, and its successors and permitted assignees.

1.1.21 **County Representative.** The Person who is designated by the Administrator to administer and monitor Contractor's performance under this Agreement.

1.1.22 **Delivery or Deliver**. The physical delivery by the County or its vendors or agents of Acceptable Waste to the Point of Delivery and Contractor's Acceptance of such Acceptable Waste.

1.1.23 **DEP.** The Florida Department of Environmental Protection and any successor agency.

1.1.24 **Disposal.** The final disposition of Residue by the Contractor, at the Contractor's sole expense.

1.1.25 **Electronic Waste**. Computer components such as monitors, keyboards, drives and similar parts, televisions, and other consumer electronic waste as specified in Exhibit F.

1.1.26 **Encumbrance**. Any lien, mortgage, deed of trust, claim, caption, right to purchase, use or possession, right of first offer or first refusal, lease, easement, right-of-way, license, reservation, change, pledge, security, interest, hypothecation, assignment, restriction or other encumbrance of any kind or nature whatsoever, whether voluntary or involuntary, including any agreement to give any of the foregoing, any conditional sale or other title retention agreement.

1.1.27 **Environmental Attributes.** All current and future attributes of an environmental or other nature (i) that are created or otherwise arise from the Facility's generation of energy or fuels using any Acceptable Waste, or the product of Acceptable Waste, as a source of energy or fuels, either in its own right or by displacement of or contrast to generation of energy or fuels using other sources or

fuels, including but not limited to, tags, certificates, or similar products or rights associated with "green" or "renewable" energy resources, or (ii) that are intended to provide a means of complying with any environmental, pollution reduction, or pollution mitigation statute, regulation, decree, judgment, order, program, agreement, compact, or treaty, whether known or unknown at the time of this Agreement, including allowances, certificates, emission credits, emission reduction credits, effluent discharge reduction credits, mitigation credits, and all other credits, offsets, green tags and all other tags, and all similar rights issued, recognized, created or otherwise arising from, the processing or disposal of Yard Waste or other Acceptable Waste by means other than incineration or landfill; the Facility; the use of Yard Waste or other Acceptable Waste as a fuel or source of fuel created from the Yard Waste or other Acceptable Waste; including all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, Section 111 of the Clean Air Act, Section 165 of the Clean Air Act, any state law or regulatory program, or otherwise. Environmental Attributes include but shall not be limited to those that are created by regulations, statutes, or other governmental action or voluntary agreement enacted before, on, or after the Effective Date of this Agreement. Environmental Attributes include but shall not be limited to those that can be used to (1) claim responsibility for the reduction or offset of emissions or pollutants, (2) claim ownership of emission or pollutant reduction rights, and (3) claim reduction or avoidance of emissions or pollutants. Emissions and pollutants include, but are not limited to, acid rain precursors, carbon monoxide, chlorinated hydrocarbons, greenhouse gases including but not limited to carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, mercury, metals, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar pollutants or contaminants of air, water or soil, as defined or regulated under any governmental, regulatory or voluntary program, including but not limited to any federal or state environmental law or regulation as it now exists or as it may be amended, the Montreal Protocol on Substances that Deplete the Ozone Layer, and the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program, or any other international treaty or agreement relating to protection of public health or welfare, the environment, or natural resources. Notwithstanding, the requirements above, Recycling Credits issued by the State of Florida shall inure solely to the benefit of the County.

1.1.28 **Environmental Laws**. Any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations, and other governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environmental or natural resources (including soil, land surface waters, ground water, ambient air, and plant and animal life), each as amended from time to time, including, but not limited to: (i) the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901 et seq.; (iv) the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, as amended, 15 U.S.C. §§2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and Community Right-to-Know Act 42 U.S.C. §§11001 et seq.; (viii) the Superfund Amendment and Reauthorization Act; and (viii) any other similar applicable federal, state or local law.

1.1.29 **Environmental Liability**. Any costs, damages, liabilities, expenses, obligations or other responsibility under Environmental Laws including those arising from or relating to (i) any alleged violation of any Environmental Laws; (ii) fines, penalties, judgments, awards, settlements, damages, losses and investigative, remedial and inspection costs and expenses; (iii) financial responsibility for cleanup costs, corrective action, removal, remediation or other response actions; and (iv) and any other compliance, corrective or other remedial action necessary to comply with Environmental Laws.

1.1.30 **Facility.** The gasification facility to be designed, constructed and operated by Contractor or its Affiliates, including waste receiving and handling equipment, gasification chambers and equipment and related control equipment, synthetic gas piping and combustion equipment, pollution control and processing equipment, electrical generators and transmission facilities and related switches and safety equipment, and all other related or incidental facilities and improvements at the Facility Site.

1.1.31 **Facility Site.** The real property owned or controlled by Contractor on which the Facility is located, including any necessary access or transmission easements.

1.1.32 **Financier.** Any Person providing money or extending credit (including any capital lease, sale, or sale-leaseback) directly (or through one of its subsidiaries) to Contractor for (i) the construction, term or permanent financing of the Facility; or (ii) working capital or other ordinary business requirements of Contractor or the Facility. "Financier" shall not include common trade creditors of Contractor.

1.1.33 **Food Waste.** Scraps and residue from food preparation and consumption, including oils, greases and fats, meeting the specifications set forth in Exhibit F.

1.1.34 **Governmental Authority**. Any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation or any entity owned or controlled by any of the foregoing

1.1.35 **Interim Agreement**. The Interim Yard Waste Processing Agreement by and between the Parties dated February 18, 2015, as amended from time to time, the current version of which is attached herein as Exhibit H.

1.1.36 **Legal Entitlements or Permits.** All material permits, licenses, approvals, authorizations, consents, order, registration, and entitlements required under Applicable Law to be obtained or maintained with respect to Contractor's operation of the Facility, or for its performance of the other services set forth herein.

1.1.37 **MSW**. Municipal solid waste, including paper, plastics, metals, organics, and other materials generally found in residential and commercial garbage and waste, excluding the items and materials listed in Exhibit F.

1.1.38 **Organics**. Organic material including food scraps, food processing residue, vegetative materials and soiled or unrecyclable paper.

1.1.39 **Parties**. Contractor and County and their respective agents, authorized representatives, successors and permitted assignees.

1.1.40 **Party**. Either Contractor or County, and their respective agents, authorized representatives, successors and permitted assignees.

1.1.41 **Person.** Any individual, firm, company, association, organization, partnership, corporation, trust, Governmental Authority, limited liability company or other entity or organization.

1.1.42 **Point of Delivery**. The location at any Transfer Station or other site agreed to among the Parties for delivery of Acceptable Waste, at which Acceptable Waste is physically delivered to Contractor, and Contractor accepts title and risk of loss for such Acceptable Waste.

1.1.43 **Process or Processing.** The act of utilizing gasifying technology at the Facility to convert Acceptable Waste into Approved Products.

1.1.44 **Prohibited Material.** Any substance or material which (i) does not constitute Acceptable Waste; (ii) constitutes Atomic Waste, Biological Waste or Hazardous Waste; (iii) contains Hazardous Materials of a nature or in amounts that exceed permissible levels for handling, transport or processing by Contractor under any Environmental Laws; or (iv) the possession of which creates Environmental Liability.

For purposes of this Agreement:

Atomic Waste shall mean any special nuclear or radioactive material, by-product materials or other material, the acquisition, handling, use, transportation or disposal of which is specifically regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011, et. seq. or other Environmental Laws.

Hazardous Substance shall mean collectively (i) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601(4) & 9601(33); (ii) any element, compound, mixture, solution or substance

designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (iii) petroleum, including crude oil or any fraction thereof; (iv) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. Sec. 6921 et seq.; (v) any material defined as "hazardous waste" pursuant to 40 C.F.R. Parts 260 or 261; (vi) any solid waste defined as "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; (vii) any materials, substances, or wastes regulated under, and any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of, the Toxic Substances Control Act, 15 U.S.C. §2606 et seq.; (viii) Urea-formaldehyde Foam Insulation (ix) asbestos and asbestos containing materials (whether friable or non-friable); (x) any asbestos, polychlorinated biphenyl, radium or isomer of dioxin, or any material or thing containing or composed of such substance or substances; or (xi) any material now defined as "hazardous material" pursuant to 49 C.F.R. §171.8, (xii) any substances or material regulated by the Hazardous Materials Transportation Act, 49 U.S.C. §§136, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., or the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§1001 et seq.; and (xiii) any material or substance defined as "hazardous waste" pursuant to Applicable Laws in Florida; in each case as amended, enforced or interpreted; provided, however, that any quantities of such materials in an amount equal to or less than the amount otherwise permitted by Applicable Law to be in wastes delivered to the Facility shall not constitute Hazardous Substances, and that arsenic or copper contained within Canal Waste delivered to Contractor for Processing shall not constitute Prohibited Materials.

1.1.45 **Recycling Credits**. Credits issued or acknowledged by the DEP toward County's recycling obligations pursuant to Fla. Stat. Section 403.706 (2013), and related laws and implementing regulations of the DEP. "Recycling Credits" shall not include sales tax exemptions or incentives pursuant to F. A. C. Section 62-704 and related statutes and laws.

1.1.46 **Residue.** Ash, residue or other materials or substances remaining after Processing of Acceptable Waste which is not an Approved Product, which shall be disposed by the Contractor.

1.1.47 **Service Area**. At any time during the Term, the geographic area in which County collects residential Yard Waste or other applicable Acceptable Waste, as amended. The service area as of the Effective Date includes unincorporated Monroe County, the City of Marathon, the City of Key Colony, and the City of Layton. The County will employ its best efforts to continue to maintain this service area, but it is understood that the participation by any current City has the possibility of changing during the Term of this Agreement.

1.1.48 **Sewage Solids**. Sludge and other biological waste which has been treated at waste water treatment or other similar facilities in the County and which complies with all applicable requirements of the U.S. Environmental Protection Agency's

sewage solids resource recovery criteria for materials set forth in 40 C.F.R. Part 503, as amended, and the other specifications set forth in Exhibit F.

1.1.49 **Station Operator**. Any Person who operates or manages any of the Transfer Stations for County.

1.1.50 **Third-Party Waste**. Acceptable Waste originating within the County and delivered to Contractor by a Person other than the County for Processing at the Facility.

1.1.51 **Transfer Stations**. The waste transfer facilities owned by County including the current facilities at Cudjoe Key, Long Key and Key Largo, and any additional locations as may be designated by County during the Term and acceptable to Contractor.

1.1.52 **Uncontrollable Circumstances**. An event or circumstances as described in Section 5.15.

1.1.53 **Yard Waste**. Horticultural waste, Biomass and other vegetative matter including but not limited to, materials such as tree and shrub trimmings and pruning, grass clippings, mulch, palm fronds, tree parts (including stumps, logs, branches, bark, tree trunks, tree limbs), brush, landscaping, or silvicultural materials (including logging or woody residues, slash, overhead prunings) wood, wood products (including untreated lumber and wood scraps, sawdust, sanderdust, chips, millings, shavings), and any other woody or plant material and otherwise meeting the specifications in Exhibit F.

1.2 **Interpretation.**

1.2.1 A reference to an exhibit, schedule, article, section or other provision shall be, unless otherwise specified, a reference to exhibits, schedules, articles, sections or other provisions of this Agreement, which exhibits and schedules are incorporated herein by reference.

1.2.2 Any reference in this Agreement to another agreement or document shall be construed as a reference to that other agreement or document as the same may have been, or may from time to time be, varied, amended, supplemented, substituted, novated, assigned or otherwise transferred.

1.2.3 Any reference in this Agreement to "this Agreement," "herein," "hereof" or "hereunder" shall be deemed to be a reference to this Agreement as a whole and not limited to the particular article, section, exhibit, schedule, or provision in which the relevant reference appears and to this Agreement as varied, amended, supplemented, substituted, novated, assigned or otherwise transferred from time to time in accordance with the terms of this Agreement.

1.2.4 References to any Person shall, where appropriate, include any successors, transferees and permitted assigns of such Person.

1.2.5 References to the term "includes" or "including" shall be deemed to mean "includes, without limitation" or "including, without limitation".

1.2.6 Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender and (ii) words using the singular or plural number also include the plural or singular number, respectively.

1.2.7 Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. In the event any action or payment is required to be made by either Party upon a day which is not a Business Day, such action or payment shall be deemed to fall due on the next following Business Day.

1.2.8 Unless the context otherwise requires, a reference to any Applicable Laws includes any amendment, modification or successor thereto.

1.2.9 In the event of a conflict between the body of this Agreement and any exhibit or schedule hereto, the body of this Agreement shall prevail.

1.2.10 Conflicts or discrepancies, errors or omissions in this Agreement or the various documents delivered in connection with this Agreement will not be strictly construed against the drafter; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting.

ARTICLE 2 – TERM

2.1 **Term.** This Agreement shall be effective upon execution and delivery by authorized representatives of both Parties and shall continue for a period ending upon the earlier of the date that is (i) seventeen years and six months from the Effective Date; or (ii) fifteen (15) years after the Commercial Operation Date, unless earlier terminated or extended in accordance with its terms.

2.2 **Non-Occurrence of Commercial Operation Date.** If the Commercial Operation Date does not occur by the COD Deadline, and Contractor does not at that time demonstrate to County that the Commercial Operation Date will occur within (3) three additional months, County may elect to terminate this Agreement upon three (3) months' written notice to Contractor.

2.3 **Option to Extend.** Either Party shall have the option to extend the Term for an additional five (5) years provided that the Party exercising its option to extend the agreement is not in default under the provisions of this Agreement at the end of the initial Term. To exercise such option to extend, the interested Party shall provide the other Party with written notice no less than one year prior to the scheduled expiration of the initial Term or the extended term, as applicable.

2.4 **Milestone Schedule and Interim Agreement**.

(a) The schedule for development and construction of the Facility is set forth below ("Milestone Schedule"). The Contractor agrees to meet the Milestone Schedule, subject to Uncontrollable Circumstances. Failure to meet any milestone in the Milestone Schedule may be considered an Event of Default, which will give the County a right of termination in accordance with Article 14. As between the Parties, Contractor is solely responsible for compliance with the Milestone Schedule. Contractor's only remedy in the event that County interferes with Contractor's ability to achieve one or more milestones is an equitable extension of time for completion of the milestone. The Contractor may claim an equitable extension of time for completing of a milestone under this provision if it provides timely notice to the County of the occurrence of the event or circumstances giving rise to the delay in the same format provided in Section 5.15.3 of this Agreement. Except as set forth in the preceding sentences, County will incur no liability if the dates for completion of a milestone are not met by Contractor. Contractor shall provide the County with a master project schedule using Microsoft Project, Primavera or other similar scheduling software that includes the milestones below, permitting schedules, purchase of major equipment, and other key development and construction dates (as amended from time to time, the "Project Schedule"). Contractor agrees to provide documentation to demonstrate to the County that the milestones set forth below have been achieved. If the documentation includes confidential or proprietary information, the Contractor will provide documentation with redacted information or other documentation as agreed to by the Parties.

The following are the dates by which the described Milestones are to be completed by Contractor, in each case as they may be extended for the effect of any Uncontrollable Circumstances or an applicable event of default by County.

Milestone	**Scheduled Date for Completion**
Approval/execution of Agreement	March 23, 2016
Facility Site Acquisition	October 1, 2016
Construction Financing Close	March 31, 2017
50% Construction Progress	May 30, 2018
Commercial Operation Date	September 23, 2018 or 30 months after Effective Date if Effective Date is later than March 23, 2016 (as it may be extended, the "COD Deadline")

For purposes of this Section, "Site Acquisition" shall mean the (i) closing by Contractor on a purchase of the Facility Site, or (ii) execution by Contractor of a Lease or similar agreement permitting Contractor to use the Facility Site for the Facility and exercise of any option in such an agreement by Contractor or expiration of any provision that allows Contractor to withdraw from such agreement. "50% Construction Progress" shall mean either (i) delivery of the RODECs equipment and electric generators to the Facility Site or (ii) payment by Contractor of

at least 50% of progress payments or consideration due, in the aggregate, under the engineering, procurement and construction/general contract and equipment purchase agreements for the RODECs equipment.

(b) Contractor shall meet each Milestone scheduled prior to the Commercial Operation Date. In the event Contractor fails to meet the date set for Site Acquisition or Construction Financing Close, in each case as they may be extended, the failure shall be considered a default under this Agreement by Contractor, and County may provide notice and proceed as permitted under Article 14, subject to Contractor's and Financier's rights to cure. If Contractor fails to meet the Construction Progress milestone, Contractor shall demonstrate to County actual construction progress to date and Contractor's schedule for completing construction and commissioning of the Facility by the COD Deadline.

(c) If at any time after the commencement of construction, Contractor believes it may not be able to meet the COD Deadline, as extended, Contractor may request an extension of the COD Deadline from County, providing documentation as to the status of completion to date, a schedule for completion and commissioning of the Facility by the new proposed COD Deadline, and such other assurances and information as County may reasonably request, including assurances from any Financiers that Contractor is not in default under its obligations to Financiers. County may elect to grant the requested extension, or any portion of the requested extension, up to a maximum of 90 days.

(d) If Contractor fails to achieve the Commercial Operation Date by the COD Deadline, as it may be extended, it shall be a default under this Agreement and County may proceed in accordance with Article 14, subject only to the rights of Financiers or Section 2.2 Non-occurrence of commercial operation date.

(e) County acknowledges that Contractor may use Acceptable Waste it receives pursuant to the Interim Agreement for purposes of testing and commissioning the Facility prior to the Commercial Operation Date. Upon the Commercial Operation Date, the Interim Agreement will be terminated, except for obligations arising or accruing prior to the date of termination and provisions expressly surviving termination, and this Agreement shall govern the obligations of the Parties with respect to Acceptable Waste and other subjects covered by the Interim Agreement.

ARTICLE 3 - COMPENSATION

3.1 **Contractor Fees**.

3.1.1 The County shall pay Contractor $67.20 for each ton of Yard Waste delivered to and accepted by Contractor at the Points of Delivery starting Thirty (30) months after execution of this Agreement or upon the Commercial Operation Date, whichever occurs first. If the Commercial Operation Date does not occur before the date that is 30 months after the Effective Date, Contractor agrees that the rate per ton of Yard Waste Accepted by Contractor under the Interim Agreement shall decrease to $67.20

per ton until the Commercial Operation Date. County and Contractor may by agreement elect to Process other waste.

3.1.2 Funding for Contract Years 1-15 after the Commercial Operation Date is estimated as follows, which includes adjustments for estimated indexed increases as set forth in Section 3.1.3 and Exhibit C:

	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
Yard Waste Haul out	$ 1,344,000	$ 1,377,600	$1,412,040	$1,447,341	$1,483,525	$1,520,613	$ 1,558,628
Cumulative Fee	$1,344,000	$2,721,600	$4,133,640	$5,580,981	$7,064,506	$8,585,118	10,143,746

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
$1,597,594	$1,637,533	$1,678,472	$1,720,434	$1,763,444	$1,807,531	$1,852,719	$ 1,899,037
11,741,340	13,378,873	15,057,345	16,777,779	18,541,223	20,348,754	$ 22,201,473	$ 24,100,509

These numbers represent estimated numbers only, and are based on estimated quantities of Yard Waste materials and CPI maximum increases of 2.5%. Actual numbers are expected to vary dependent on amounts of Acceptable Waste Processed and CPI increases. Additional waste streams that may be provided by agreement of the Parties, such as Canal Waste, will increase the amounts and fees beyond those estimated above. These estimates are not meant as a minimum or maximum amount to be guaranteed under this Agreement on behalf of either County or Contractor.

3.1.3 Beginning on the first date set forth in Exhibit C, the rate set forth in Section 3.1.1 shall be adjusted each Contract Year thereafter to reflect any annual change in the U.S. Consumer Price Index (Unadjusted) All Urban Consumers; All Items) for the 12 month period ending in December or 2.5% whichever is less.

3.3 **Payment Sum.** The County shall pay the Contractor in current funds for the Contractor's performance of this Agreement based on rates shown in *Exhibit A as adjusted* pursuant to Section 3.1.3, and the payments shall, in the aggregate, along with County's performance of its other obligations under this Agreement, be full consideration for Contractor's performance of its obligations hereunder.

3.3.1 **Payments**. Contractor shall be paid monthly. As a condition precedent for any payment due under this Agreement, the Contractor shall submit on the 1st of each month or the next Business Day if the 1st is not a Business Day, unless otherwise agreed in writing by the County, an invoice to County requesting payment for services rendered and reimbursable expenses due hereunder. The Contractor's invoice shall describe with reasonable particularity the services rendered. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may reasonably require. The form of invoice and list of documentation set forth in Exhibit G is agreed to be acceptable in this respect, if submitted in this form by Contractor, and complies with Florida

Statutes Section 218.72(8) as a "proper invoice". County shall pay each invoice no later than thirty (30) days after County's receipt of the invoice and in any event no later than forty-five (45) days after Contractor provides waste removal services for the applicable billing period, as provided by Fl. Stat. Section 218.73 (2)(b).

3.3.2 The Parties agree that Contractor is a "vendor" and the services provided by Contractor under this Agreement represent a "purchase" by County in each case as defined in Fl. Stat. Section 218.72 (10) and (9) (2014), respectively, and that the services provided by Contractor are non-construction services subject to Fl. Stat. Sections 218.73 and 218.74(4) (2014). The Parties agree that the rate of interest as set forth in Fl. Stat. Section 218.74(4) will apply to late payments.

3.4 **Wire Transfer**. At the time of execution of this Agreement, the County does not use wire transfer, but if the County implements the use of wire transfer in the future, County shall make payment of bills via wire transfer of funds or ACH if timely requested in writing by Contractor, at Contractor's sole expense, and if the request contains adequate payment information. County shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Contractor (for example, name, financial institution, account numbers, and payee) is accurate. In no event will County be required to pay any bill more than once when the invoice was first paid in accordance with Contractor's instructions.

3.5 **Budget**.

3.5.1 Prior to each Contract Year, County will seek approval in its annual budget request from the BOCC for funds in an amount sufficient to pay Contractor in full for services associated with the delivery of Yard Waste in estimated quantities plus amounts contemplated for any other Additional Services or other expenses due or to be due under this Agreement during the applicable fiscal year. Contractor acknowledges that County's ability to pay Contractor amounts due under this Agreement is subject to receipt of an approved appropriation by the BOCC of amounts sufficient to make all such payments in the applicable fiscal year.

3.5.2 Although County's obligation to pay amounts to Contractor arising under this Agreement may be subject to annual budget and appropriation approvals, the Parties acknowledge and agree that the intent of this Agreement is for a longer term than one year in accordance with Section 2.1, and that Contractor is relying on County's performance of its payment and other obligations to construct the Facility and enter into obligations with Financiers to fund development, construction and operation of the Facility.

3.5.3 In the event County fails to budget or appropriate funds in any fiscal year sufficient to pay Contractor under this Agreement, the failure shall be an immediate breach of this Agreement by County pursuant to Section 14.2(d), entitling Contractor to remedies as provided in this Agreement, including termination of this Agreement.

3.5.4 In the event County appropriates funds to pay Contractor in any fiscal year which is less than the amount described in Section 3.5.1, Contractor shall continue to perform services under this Agreement until the appropriated funds are exhausted provided County makes payments when due. Upon exhaustion of appropriated funds, in the absence of other payment arrangements by County acceptable to Contractor, Contractor shall be entitled to (i) suspend performance of any further services under this Agreement, without terminating this Agreement, and without being deemed in breach of this Agreement, until such time as additional funds are appropriated by County or otherwise become available, as demonstrated to Contractor, sufficient to pay for additional Contractor services or the Parties reach another agreement for payment acceptable to Contractor and its Financiers, in their sole discretion; (ii) terminate this Agreement; and, in either case, (iii) pursue any other rights and remedies Contractor may have. In the event Contractor suspends performance under this Agreement due to unavailability of funds for County to pay Contractor, Contractor shall be entitled, as a condition precedent to its resumption of performance hereunder, to receive compensation for (i) actual and reasonable costs incurred to demobilize and remobilize, including costs incurred by subcontractors, and (ii) incremental costs to handle any Yard Waste or other Acceptable Waste which accumulated at the Transfer Stations or elsewhere during the period of suspension. Contractor shall also be entitled during any period of suspension to acquire and use waste materials at the Facility from other Persons to mitigate its damages, and, to the extent such materials can only be obtained pursuant to longer term agreements which affect the ability to subsequently take the full amount of Acceptable Waste required of County, the Parties will negotiate an amendment or temporary modification of this Agreement to accommodate such agreements prior to resumption of services.

3.5.5 In the event that sufficient funds are not appropriated to pay Contractor for services to be performed in any fiscal year, and appropriated funds are exhausted prior to the end of the applicable fiscal year, Contractor may also elect to continue to perform its services hereunder for such period as it may determine, in its sole discretion, and shall remain entitled to continue to receive delivery of all [Yard Waste or other] Acceptable Waste from County pursuant to this Agreement. County agrees to include in its next budget request to the BOCC an amount sufficient to pay Contractor for all unpaid services provided by Contractor, plus applicable interest, in addition to other amounts required by Section 3.5.1, but the County is not required to increase taxes to meet this obligation.

3.5.6 County maintains a dedicated enterprise fund funded, in part, by a solid waste assessment fee intended to cover all solid waste disposal costs of County. The special assessment fee is set by the BOCC each year. The enterprise fund carries a balance intended for use to meet County obligations in the event of emergencies or other deficiencies between appropriated amounts and actual County solid waste obligations. County agrees the enterprise fund will be available to pay Contractor in the event any appropriation by the BOCC for obligations to Contractor under this Agreement in a Contract Year is insufficient, and Contractor agrees that payments from the enterprise fund, if and to the extent made by County, will be deemed by Contractor to be a cure

of any default resulting from a failure to otherwise appropriate sufficient funds for obligations to Contractor in any Contract Year.

3.6 **County Pricing Provisions**.

(a) In any Contract Year after the first three full Contract Years in which (i) Contractor has sufficient income to meet operating expenses plus debt service and coverage ratios, including required reserves, and (ii) Contractor's cumulative net income during the Term is sufficient to provide its equity Financiers with a before-tax rate of return in excess of 17%, and (iii) County's Delivery of Accepted Waste exceeds 30,000 tons, County shall be entitled to receive a payment of up to $2.50 per ton of Acceptable Waste delivered by County during the next Contract Year (including Third-Party Waste), provided that the payment to County does not cause either of the conditions in clauses (i) and (ii) to become untrue.

(b) Within 90 days after the end of the fourth full Contract Year and each Contract Year thereafter in which , the amount of Acceptable Waste Accepted and Processed by Contractor at the Facility during the prior Contract Year exceeded 30,000 tons, Contractor shall provide County with a sworn certificate from an officer of Contractor (i) attesting to whether Contractor had sufficient income to meet expenses and other costs as set forth in clause (a)(i) above and, if so, (ii) identifying the before-tax equity rate of return calculated in accordance with clause (a)(iii). The attestation and accounting results and related calculations underlying the certificate shall be prepared in accordance with Generally Accepted Accounting Principles, (GAAP) and similar requirements set forth in Section 11.2.5.2. The certificate may be designated as confidential and proprietary in accordance with this Agreement. County shall have the right to review, but not to copy or otherwise take, the documents and information underlying Contractor's calculation of rate of return at Contractor's offices subject to the confidentiality requirements of this Agreement.

(c) After the fifth and tenth Contract Years, Contractor and County shall review the rates paid to Contractor as set forth in Exhibit A for purposes of determining whether adjustments to decrease the rates are possible within the investment and operating constraints set forth in Section 3.6(a). No such adjustment shall be made without the agreement of Contractor and its Financiers. If an adjustment to rates is made which reduces the rates paid by County, a corresponding adjustment to the payment described in Section 3.6(a) shall also be made.

ARTICLE 4 – COUNTY SERVICES

4.1 **County Collection, Delivery and Handling**.

4.1.1 **Collection of Yard Waste**. County will collect, or cause its agents and contractors to collect, all residential Yard Waste created or generated within the County Service Area at County's expense. While the County has no obligation to provide a minimum amount of Yard Waste, the County shall not allow the diversion

of residential Yard Waste by its agents and contractors. County acknowledges that Contractor's rights to receive all residential Yard Waste generated within the County's Service Area during the Term is exclusive, subject only to interruption or reduction as a result of a storm event as described in Section 5.14.

4.1.2 **Collection/Delivery of other Acceptable Waste.** Parties may, in accordance with the terms of this Agreement, amend the Agreement to include other forms of Acceptable Waste.

4.1.3 **Third-Party Waste**. Contractor may contract with other Persons to acquire and process Third-Party Waste and other waste streams on such terms as are acceptable to Contractor, in its sole discretion, subject to Contractor's compliance with all Applicable Laws and performance of its obligations to County under this Agreement. Contractor shall weigh and document all such deliveries for reporting to the County, DEP, and other applicable Governmental Authorities. Third-Party Waste acquired and processed by Contractor in any Contract Year shall be credited toward County's Delivery amounts for purposes of receiving a payment credit as set forth in Section 3.6(a) for that Contract Year. County may also report and receive credit, as applicable, for all such Third-Party Waste for purposes of its obligations pursuant to Fl. Stat. Chapter 403.706 (2013) and related laws.

4.2 **Delivery Obligations**.

(a) After the Commercial Operation Date, County shall be obligated to Deliver residential Yard Waste and the Contractor shall be obligated to Accept all Yard Waste collected from the Service Area to Contractor at the Points of Delivery for Processing.

(b) County shall have the option to provide additional amounts of Acceptable Waste to Contractor for processing at the Facility during the Term. Acceptable C&D Waste may be offered at any time subject only to availability of capacity at the Facility to process such materials. MSW may be offered subject to agreement of the Parties and the ability of the Facility to Process such waste. Canal Waste may be offered only if Contractor's analysis of the composition of the Canal Waste, including any arsenic or copper in the Canal Waste, demonstrates that the Canal Waste can be processed efficiently by the Facility without any incremental cost for compliance with Environmental Laws which County is not willing to reimburse or increased risk of Environmental Liability for Contractor.

(c) To exercise its option to provide Delivery of additional Acceptable Waste, County shall provide written notice to Contractor of (i) the proposed type of waste and proposed Delivery Point(s); (ii) amounts per Contract Year expected to be Delivered of each type of waste; and (iii) the length of time during which County is willing to commit to Deliver the waste. Subject to Facility capacity and design, including any existing contracts which Contractor may have with other waste suppliers for use of the Facility, the Parties will use commercially reasonable efforts to negotiate amendments to this Agreement reflecting County's request.

(d) Fees for Acceptance by Contractor of other Acceptable Waste in addition to Yard Waste shall be as set forth in this Agreement or as negotiated by the Parties at the time of acceptance of other waste if not provided for in this Agreement.

(e) Canal Waste, Food Waste and Sewage Solids may be better suited to processing in an anaerobic digester or similar facilities located in the County to minimize transportation costs and because of inefficiencies in processing some of such waste in the Facility. The Parties agree to discuss the means for disposal and pricing of such waste at the lowest cost to the County. If a digester or other facility is proposed for use to process some or all of such waste, this Agreement may be amended to treat such a facility as Additional Services pursuant to Article 8, but the County is under no obligation to contract with Contractor for these services.

4.3 **Delivery; Acceptance**. County or its agents and contractors will transport and deliver Acceptable Waste to a Point of Delivery at any Transfer Station at County's expense for Delivery to Contractor. Except for the components of Canal Waste described in Section 4.2(b) or to the extent permitted by Applicable Law, Acceptable Waste shall contain no Hazardous Substances and no material amounts of other Prohibited Material. Contractor shall have the right to inspect all Acceptable Waste prior to Acceptance for the presence of Hazardous Substances or excessive amounts of Prohibited Materials. All Acceptable Waste shall meet the applicable specifications set forth in Exhibit F. In the event Hazardous Substances or excessive amounts of Prohibited Materials are detected in any portion of Acceptable Waste delivered by County, Contractor may reject such Acceptable Waste. County shall be obligated, at its expense, to (i) segregate and remove all Hazardous Materials, at its expense, in accordance with Applicable Laws, and (ii) remove such Prohibited Materials as are necessary for the applicable Acceptable Waste to contain less than three (3%) percent of Prohibited Materials measured by weight and meet other Applicable Law. If County successfully removes all Hazardous Materials and sufficient Prohibited Materials to allow the Acceptable Waste to meet the standards for Prohibited Materials set forth in this Section 4.3, Contractor shall accept the Acceptable Waste. The County may request that Contractor remove and dispose of Hazardous Materials (either at the Transfer Stations or at the Facility if discovered at the Facility) or excess Prohibited Materials (to the extent allowed by Contractor's Permits) and if Contractor agrees, County will reimburse Contractor its actual and reasonable expenses incurred for such disposal, as documented to County, plus 15 percent. Contractor shall remove all Accepted Acceptable Waste in the time periods required by DEP regulations and prior to removal, handling and storage of such Acceptable Waste shall comply with all applicable DEP regulations and other Applicable Laws.

4.4 **Weighing**.

(a) County shall weigh and register County's trucks and transport vehicles and the vehicles of any other Persons delivering Acceptable Waste for which County will receive credit and pay Contractor hereunder arriving at any Transfer Station before unloading Acceptable Waste. Once unloaded, County shall weigh each vehicle again and record the difference, with all such amounts, empty and loaded, for each vehicle provided to Contractor. County shall calibrate and maintain all scales at the Transfer Stations

periodically as required by Applicable Laws or the original manufacturer, and shall provide copies to Contractor of all inspection reports or certificates attesting to the accuracy of each scale. Scales shall be accurate within one (1) percent. If either Contractor or County believes that any scale is registering inaccurately, it may request an inspection or test of the scale by an independent Person; if no inaccuracy greater than one percent is detected, the Party requesting the test shall be responsible for the costs of the test. If the test detects an inaccuracy greater than one (1) percent, the scale shall be recalibrated at County's expense, and the cost of the test shall be the responsibility of the County. No adjustments to previously recorded weights shall be made unless it appears from any test that the inaccuracy affected measurement of empty vehicles differently than loaded vehicles, or unless the detected inaccuracy was greater than three (3) percent. In the event of either such circumstance, the Parties shall use the best available information to adjust weights for loads during the period of inaccuracy (not to exceed 180 days), including historical weights of empty vehicles and weights for loaded vehicles taken at the Facility, if any.

(b) For Acceptable Waste delivered at Points of Delivery other than a Transfer Station, the Parties will devise mutually agreeable processes for determining accurately the amount of Acceptable Waste being delivered and accepted, and corresponding documentation.

(c) With respect to Third-Party Waste, Contractor shall use commercially reasonable efforts to accurately measure the Acceptable Waste at the location it is delivered or at the Facility and to document the volume, weight or other measure in a manner necessary for the County to obtain credit as set forth in Section 4.1.3.

4.5 **Station Operator**. County contracts with one or more third parties for collection and delivery, and/or hauling of waste at the Transfer Stations. County, as the Station Operator, will cooperate with Contractor's requirements for access to the Transfer Stations and use of the Transfer Station sites for the performance of Contractor's obligations under this Agreement. Contractor shall promptly notify County of any interference with Contractor's activities or access by any third parties which adversely affects Contractor's performance of its obligations hereunder. At other Points of Delivery controlled by County, County will provide Contractor with necessary access, and instruct any agents or contractors of County to cooperate with Contractor.

4.6 **Contractor's Use of Other Waste.** County acknowledges that Contractor will accept and process waste materials at the Facility from Persons other than County, and that Contractor has the right to do so, in its discretion, subject only to performance of its obligations to County pursuant to this Agreement.

4.7 **Information.** The County shall provide all information upon request regarding requirements for the Contractor's performance of its obligations under this Agreement.

4.8 **County Representative**. The County shall designate a representative to act on the County's behalf with respect to the Agreement. The County or its representative shall render decisions in a timely manner pertaining to requests submitted by the Contractor in order

to avoid unreasonable delay in the orderly and sequential performance of the Contractor's services.

4.9 **Prompt Action**. The County shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly performance of the Contractor's services.

4.10 **Cooperation**. County agrees to reasonably cooperate with Contractor in any applications that Contractor is making for tax credits, grants or financial assistance as described in Section 5.16, at Contractor's expense. County's obligation shall consist only of providing nonproprietary information in its possession, custody or control necessary to complete any such applications, responding to requests from the relevant Government Authorities, and similar activities. Notwithstanding the provisions of this section, Contractor's provision or disclosure of any such information or documents provided by the County to third parties and the reliance of third parties upon any such information or documents shall be at the risk of Contractor, and County makes no guaranty of the accuracy or completeness of information provided or its suitability for further use by Contractor or third parties, and County shall not be held liable for any loss claimed by the Contractor or any third party as a result of their reliance on information or documents provided by the County under this Agreement.

4.11 **Financiers**

4.11.1 County shall, upon written request by Contractor, negotiate an commercially reasonable consent and agreement with respect to a collateral assignment hereof in favor of any Financier in a form acceptable to County; provided that (i) Contractor shall reimburse County for all reasonable expenses incurred by County in connection therewith, including reasonable attorneys' fees, and (ii) County's duty to make factual statements or representations in such consent and agreement shall be contingent upon the truthfulness and accuracy of such statements or representations at the time the consent and agreement is delivered.

4.11.2 County further acknowledges that Financiers may have other or further requests with respect to a collateral assignment of this Agreement (such as requests for legal opinions or certificates from County) and may request that certain terms be incorporated into a collateral assignment agreement to be executed by County. County will consider any such requests and will reasonably cooperate and negotiate any such consent and agreement related to a collateral assignment in good faith. County shall not be required to agree to an amendment of this Agreement, including any revision to increase fees or compensation, as a part of any consent or assignment relating to a collateral assignment.

ARTICLE 5 – CONTRACTOR'S SERVICES AND OBLIGATIONS

5.1 **Acceptance of Acceptable Waste**.

(a) Contractor shall accept all Yard Waste and other Acceptable Waste, (in each case if, and to the extent approved in accordance with Section 4.2(b)), delivered by County at the

designated Delivery Point at each Transfer Station, subject to the requirements of Section 4.3. Contractor may elect to grind, chip or process Yard Waste or C&D Waste or otherwise process Acceptable Waste at the Transfer Stations after Acceptance by Contractor to reduce volume or ease handling for transport, at Contractor's expense. County shall make available, or cause any Station Operator to make available, sufficient area at each Transfer Station for Contractor to accept Delivery of Acceptable Waste and handle and process such Acceptable Waste for loading and further transport.

(b) For other forms of Acceptable Waste not deliverable to Transfer Stations, County and Contractor shall identify applicable Points of Delivery owned or controlled by County, and necessary areas at each such Point of Delivery for County to deliver and Contractor to accept such Acceptable Waste. Sewage Solids are expected to be delivered at each treatment site identified by County and accepted by Contractor upon loading at each treatment site.

5.2 **Loading.**

(a) Loading of Acceptable Waste delivered to Contractor for further transport shall be the responsibility of Contractor. Contractor may contract separately for loading services with a third party, or perform the loading services itself, in its discretion. If Contractor elects to have a third-party provide loading services, County agrees to allow such Person necessary access to the applicable Transfer Station or other Point of Delivery to perform such services, subject to all Applicable Laws and County safety and security requirements for the Transfer Station or other Point of Delivery. County shall make available, or cause any Station Operator to make available, sufficient room and access to each Transfer Station or other Point of Delivery necessary for Contractor to load its transport vehicles.

(b) Contractor will have access to the Transfer Stations to perform its handling and loading of Acceptable Waste during the hours of 8:00 a. m. to 4:00 p. m. Monday through Saturday, except on Holidays. Transfer Stations are closed Sundays, Thanksgiving Day, Christmas Day and New Year's Day. The Parties may agree to adjust handling and loading hours.

5.3 **Transport.** Contractor shall be responsible for transporting, or arranging for transport of, all delivered Acceptable Waste for each Point of Delivery to the Facility at Contractor's expense. Contractor shall use commercially reasonable efforts to transport Acceptable Waste from each Transport Station or other Point of Delivery as sufficient volumes accumulate for efficient and economical processing and transport, and shall not allow the accumulation of Acceptable Waste at any Transfer Station in a manner or amounts so as to interfere with Transfer Station operations or cause any substantial impact upon public health, safety or the environment, create a cause of action for nuisance or which creates any liability, penalty, or cause of action against the County for violation of any Applicable Law, including DEP regulations and any Environmental Law.

5.4 **Processing and Recycling Credits**.

(a) Contractor shall process all Acceptable Waste at the Facility, subject only to use of the Back-Up Facility as a result of an event of Uncontrollable Circumstances or operation or maintenance which renders the Facility unavailable for any period of time, and subject to any decision by County and Contractor to process Food Waste, Canal Waste, and/or Sewage Solids at any digester or other facility provided by Contractor as set forth in Section 4.2(e). In the event Contractor elects to use a Back-Up Facility, it shall maintain all necessary records of the Acceptable Waste processed so as to allow County to obtain the related Recycling Credits.

(b) Contractor shall generate electricity from the Processing of the Acceptable Waste and use the electricity to operate the Facility and sell the balance to a utility or other purchaser. Contractor shall qualify the Facility and its operations with DEP and any other applicable Governmental Authority to maximize creation of Recycling Credits under Applicable Law with respect to Acceptable Waste processed at the Facility and receipt of such Recycling Credits associated with the Acceptable Waste by County, but shall not be required to incur substantial expenditures solely for that purpose, if the Facility is otherwise producing Recycling Credits associated with Yard Waste of at least 75% for the County. Subject to any Change in Law which affects the calculation of Recycling Credits for Yard Waste disposal Contractor shall produce a minimum of 75% Recycling Credits for the County from processing Yard Waste under this Agreement. To the extent that a Change in Law prevents the Contractor from producing 75% Recycling Credits for processing Yard Waste in accordance with this section and, thereafter the County is unable to meet any requirement of Applicable Law with respect to recycling mandates; the Parties agree to meet in good faith for the purpose of negotiating an appropriate modification to this Agreement. In the event that the Parties are unable to reach an agreed upon modification to this Agreement after good faith negotiations, the County, at its sole and exclusive option, may elect to reallocate all or a portion of the Yard Waste required to be delivered under this Agreement to other entities to the extent necessary for County to continue to meet its recycling requirements under Applicable Laws, upon ninety (90) days prior notice to Contractor, without violating its exclusivity obligations under Section 4.1.1. County agrees to cooperate with Contractor to develop suitable testing and calculation methodologies to meet DEP requirements for analyzing and granting Recycling Credits for Processing of the Yard Waste and other Acceptable Waste.

(c) Contractor will keep records of all waste processed by the Facility in the manner and at the level of detail required by the DEP and any other Governmental Authority involved in the issuance, grant or reporting of Recycling Credits. In particular, Contractor shall separately identify and measure the volumes of Acceptable Waste and Third-Party Waste received and Processed by the Facility. Because Contractor is also Processing other types of waste and waste from suppliers other than County, DEP may require a specific methodology for use for allocation of Recycling Credits created by the Facility between the County's Acceptable Waste, Third-Party Waste, and other waste processed by the Facility. To the extent the Facility creates Recycling Credits from Third-Party Waste or other waste streams which are allocable or transferrable to County, Contractor will cooperate with DEP and County to allocate or transfer such Recycling Credits to County, and if any administrative fees from DEP are accessed the County will pay or reimburse Contractor for those administrative fees.

5.5 **Facility Design and Construction**.

(a) Contractor shall design the Facility with the capability to process all Yard Waste and other Acceptable Waste designated by County in accordance with Section 4.2(b). The Facility shall be designed, constructed and operated in accordance with all Applicable Laws and Permits and generally accepted waste processing and power generation facility industry practices. Contractor shall complete design, construction and installation of the Facility so that the Commercial Operation Date occurs no later than the COD Deadline.

(b) Contractor shall provide County with reports every month as to its progress in the design and implementation of the Facility, an update on the Project Schedule and achievement of the milestones set forth in Section 2.4 prior to the start of construction, and every month thereafter until the Commercial Operation Date. The reports shall describe tangible activities in progress and identify any material adverse effects on the milestone schedule or achievement of the COD Deadline that may arise. Contractor shall promptly notify County of any non-compliance with Applicable Law as set forth in Section 5.9. Contractor shall not be obligated to provide County with any contracts, design documents, technology, financing pro-formas or statements, or other proprietary information regarding the development, financing or construction or operation of the Facility, except as needed for pricing provisions, including 3.6(a) or as otherwise specifically provided herein.

(c) County shall have no right to approve the design, development, construction or operation of the Facility. Contractor shall at a minimum provide the County with copies of Facility general arrangement drawings and equipment layouts and all other design documents and descriptions required by the applicable Government Authorities when submitted as part of the approval and permitting for the Facility. County's agreement to allow Contractor to use the Facility to process Yard Waste or other Acceptable Waste shall not be considered an endorsement by the County of the design, construction, development or operation of the Facility. Contractor shall operate the Facility in accordance with Applicable Law and Environmental Law. County and its designated representatives shall have the right to visit and observe the Facility and progress with construction upon reasonable notice to Contractor, provided that while on the Facility Site any employees, contractors, agents, or invitees of County shall abide by the safety and security requirements of Contractor, Applicable Law and requirements of any lease or other contract with the owner of the Facility Site.

5.6 **Approved Products; Residue**. Contractor shall be responsible for the marketing, sale or disposal of all Approved Products or Residue from processing activities, at Contractor's expense, and shall be entitled to all revenues or income received from the sale of any such Approved Products or Residue.

5.7 **Vehicle Registration, Licensing and Inspection**. All vehicles used by Contractor and its Affiliates or subcontractors in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the Florida Highway Patrol, the Florida Department of Motor Vehicles, and any other Applicable Laws or regulations. Contractor may be subject to administrative charges for not complying with all Applicable Laws for vehicle registration, licensing and inspection.

Contractor and its Affiliates shall maintain copies of all certificates and reports evidencing compliance with this Section 5.7, and shall make such certificates and reports available for inspection upon request by the County Representative. Contractor shall not use any vehicle to perform services under this Agreement that is not in compliance with Applicable Laws.

5.8 Personnel Requirements

5.8.1 **General Manager Qualifications**. Contractor shall have a qualified general manager or other individual with direct responsibility for performance of its services under this Agreement. Upon County request, Contractor shall provide a written description of its general manager's duties, responsibilities, and commitments to Parties other than the County, including duties and responsibilities related to Contractor management activities, and other collection, processing or disposal operations. The written description shall be provided within fifteen (15) calendar days of the County's request.

5.8.2 **Access to General Manager.** The general manager shall be readily available to the County Representative and the Administrator through the use of telecommunications equipment at all times that Contractor is providing services pursuant to this Agreement.

5.8.3 **Emergency Contact.** Contractor shall provide the County Representative with emergency phone number(s) at which the general manager, and any other Contractor representative authorized to act on Contractor's behalf, can be reached outside of normal Contractor office hours. The emergency representative shall respond to any call from the County within one (1) hour.

5.8.4 **Other Personnel Qualifications.** Contractor shall employ and assign qualified, properly licensed personnel to perform all services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all federal, state, and local laws applicable to their employment, responsibility, and position.

5.8.5 **Management and Supervision.** Contractor shall at all times maintain a level of management and supervisory staffing sufficient to perform the services required by this Agreement. Upon County request, Contractor shall provide written identification of key management and supervisory personnel, and such additional related information as may reasonably be requested by the County, including but not limited to, organization chart(s), resumes, job descriptions, identification of current responsibilities, and allocation of time to responsibilities.

5.8.6 **Training.** Contractor shall provide the initial and ongoing personnel training necessary or required to perform the requirements of this Agreement. Training shall include, but may not be limited to, operational training, safety training programs; and compliance with Applicable Law.

5.8.7 **Office Hours.** Contractor and staff shall be available to County staff Monday through Friday from 8:30 AM to 5:00 PM, or as otherwise approved by the County Representative except for legal holidays.

5.9 **Permits and Access.**

5.9.1 **Facility Permits and Licenses.** Contractor shall be solely responsible for obtaining, at its own expense, any and all Permits necessary for the transportation, handling, processing and transfer of Applicable Waste Delivered to Contractor by County or third parties, and maintain same in full force and effect throughout the Term. Contractor shall be solely responsible for obtaining, at its own expense, any and all Permits necessary for the development, design, construction and operation of the Facility and maintaining same in full force and effect. Contractor shall notify County as soon as practicable after becoming aware of any non-compliance with Applicable Law by Contractor or Affiliate with respect to the performance of the obligations of this Agreement and promptly provide County with copies of any notices received from any Governmental Authority having jurisdiction to the effect that Contractor, its Affiliate or the Facility are in violation of Applicable Law with respect to the Facility or Contractor's and its Affiliates' obligations under this Agreement.

5.9.2 **Proof of Permits.** Contractor shall provide proof of receipt of necessary Permits, and shall demonstrate compliance with the terms and conditions of such Permits, upon the request of the County Representative.

5.9.3 **Compliance.** Contractor shall at all times ensure that it is in compliance with all other Applicable Laws with respect to performance of its obligations hereunder.

5.9.4 **Facility Access.** Contractor shall at all times, with reasonable verbal notice, provide the County Representative with access to the Facility subject only to reasonable notice and safety and security requirements of Contractor or its Affiliates.

5.9.5 **Holiday Service.** County observes Thanksgiving Day, December 25th, and January 1st as legal holidays. Contractor shall not be required to provide Acceptable Waste handling services, nor to maintain office hours, on these designated holidays at the Transfer Stations.

5.10 **Ownership of Material**. Title to and risk of loss for Acceptable Waste shall pass to Contractor when the Contractor accepts the Acceptable Waste at any Transfer Station or other Point of Delivery pursuant to Section 4.3.

5.11 **Litter Abatement**. Contractor shall not litter in the process of providing the services required by this Agreement. Contractor shall transport or cause the transport of all Acceptable Waste and Residue in such a manner as to reasonably prevent the spilling or blowing of such waste from Contractor's vehicles. Contractor agrees to clean up litter at the Transfer Stations or any other County Point of Delivery within two (2) days of

County inspection and sending notice to the Contractor. Notice may be given by telephone or electronic mail ("email").

5.12 **Disposal of Residue**. Contractor shall properly dispose of any and all Residue from Acceptable Waste created at the Facility at the sole expense of Contractor.

5.13 **Approved Products**

5.13.1 Contractor shall ensure that all Acceptable Waste accepted pursuant to this Agreement is processed only into the Approved Products listed in *Exhibit D.* In the event additional products of the Facility are identified by Contractor, Contractor may make written request to add such additional products as "Approved Products" to the Administrator. However, Contractor may not process, or allow processing of Acceptable Waste into any such additional products unless these products are approved by the Administrator in writing.

5.13.2 **Approved Products Records.** Contractor shall maintain such records as are necessary and sufficient to verify that Acceptable Waste processed pursuant to this Agreement is processed into Approved Products.

5.14 **Emergency Service**.

(a) The Contractor will establish a program to identify and manage Yard Waste which requires emergency management and handling, such as larger than normal amounts received during a storm event other than storm events subject to FEMA jurisdiction which are described in Section 5.14(b). In the event Yard Waste from storms or similar events is received at a Transfer Station in quantities which require special management and handling, the County shall notify the Contractor that possible emergency handling of such waste is required. If emergency handling of such waste is reasonably and mutually deemed necessary by the County and the Contractor, the generator or transporter of such waste may be charged a handling and disposal fee negotiated between the County and the Contractor, if mutually agreed by the Parties. In the event the County and the Contractor are unable to agree on fees, the matter shall be submitted to the County Administrator or his or her designee for final determination. If Contractor is unable to handle emergency storm waste or an agreement is not reached between the Parties on any fee associated with such handling, the County may elect to use other contractors for the removal, transport and processing of emergency storm waste.

(b) In the event of a declaration of an emergency by FEMA pursuant to the Stafford Act, 42 U.S.C. Sections 5121-5207 and 44 CFR Part 206, in each case as amended, due to a severe storm, management of disposal of Yard Waste may be assumed by the Federal Emergency Management Agency ("FEMA"), in which case a FEMA-approved contractor will be responsible for removal and disposal of Yard Waste during the period of FEMA's jurisdiction. To the extent FEMA asserts control of such Yard Waste, the County shall not be deemed in violation of its exclusivity obligation to Contractor set forth in Section 4.1.1. Contractor may, at Contractor's expense, seek certification by FEMA as an approved disposal contractor and may negotiate any contract

or subcontract with FEMA or any FEMA-approved contractor to receive and process Yard Waste during any period of FEMA jurisdiction.

5.15. **Uncontrollable Circumstances**

5.15.1 **Defined.**

(a) An Uncontrollable Circumstance shall mean any act, event or condition, whether affecting the Facility, the County, the Contractor, or any of the Parties' subcontractors, and only to the extent that it materially and adversely affects the ability of either Party to perform any obligation under this Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of the Party affected and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, which may include, but is not limited to, any of the following:

(1) an act of God (but not including ordinary inclement weather experienced in the geographic area of the Facility, a Transfer Station or other applicable location), landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy or terrorism, hurricane, war, blockade or insurrection, riot or civil disturbance;

(2) the failure of any applicable Government Authority or private utility having operational jurisdiction in the area of the Facility Site to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Facility Site, or the failure or delay of any such agency to issue any Permits, which are required for the performance of Contractor's obligations, provided the delay or failure is not the result of any delay or failure on the part of Contractor to seek such utilities or Permits;

(3) the discovery of Hazardous Waste prior to or during the construction phase of the Facility at the Facility Site.

(b) It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances, and shall not entitle the Contractor to any price, fee, schedule or other adjustments or relief hereunder:

(1) changes in general economic conditions, interest or inflation rates, or currency fluctuation, or in other underlying costs, that affect the cost of any Party's performance, except as otherwise set forth herein;

(2) changes in the financial condition of a Party or any of its Affiliates or any subcontractor affecting their respective ability to perform their respective obligations;

(3) the consequences of error, neglect or omissions by a Party or any of its employees, agents, subcontractors of any tier, suppliers or Affiliates in the performance of the applicable obligations;

(4) the failure of a Party to secure patents or licenses or similar authorizations in connection with any technology or intellectual property necessary to perform its obligations hereunder;

(5) the failure of any subcontractor or supplier to furnish labor, services, material, supplies or equipment on the dates agreed to or otherwise perform their obligations, except where such failure is due to Uncontrollable Circumstances;

(6) strikes, work stoppages, or other labor disputes or disturbances, or union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost or burden to a Party of performing its obligations;

(7) the availability or lack of availability of markets for the sale or disposal of the Approved Products.

5.15.2 **Remedial Action**. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Uncontrollable Circumstances. The Party rendered unable to fulfill any obligation by reason of an Uncontrollable Circumstances shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty.

5.15.3 **Notice**. In the event of any delay or nonperformance resulting from Uncontrollable Circumstances, the Party suffering the event of Uncontrollable Circumstances shall, as soon as practicable, but no later than twenty-four (24) hours after the occurrence or the Party's knowledge of the occurrence of the Uncontrollable Circumstances event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

5.16 **Tax Credits**. Contractor shall be responsible to apply for any tax credits, grants, financial assistance, subsidized loans or other tax treatment or credit support available to Contractor or its Affiliates or the Facility, and the compensation terms of this Agreement shall not be modified based on Contractor's success or failure in receiving any such support or assistance. County shall have no right to receive or benefit from any such tax or cash benefits.

5.17 **Subcontractors.**

(a) Contractor shall be entitled to use qualified subcontractors to perform any of its obligations under this Agreement, provided that the use of subcontractors shall not relieve Contractor of its liability for such obligations.

(b) Contractor shall identify all subcontractors to County with which it will contract to perform any portion of its services under this Agreement after the Commercial Operation Date and whose contract is valued at greater than $200,000 annually or $500,000 in the aggregate. Contractor shall not use any subcontractor which has been formally charged with or committed a "public entity crime" as described in Article 17.

5.18 **Permits.** Contractor shall procure and maintain all Permits necessary for the performance of Contractor's obligations hereunder. Contractor agrees to comply with the applicable requirements of County Permits related to the Transfer Station and their operation and any other Point of Delivery controlled by County, as communicated by County to Contractor.

5.19 **Compliance with Law.** Contractor shall comply with all Applicable Laws currently in effect or subsequently enacted which affect or relate to Contractor, the Facility or Contractor's performance of its obligations under this Agreement. Contractor shall also perform its services in accordance with the skill and care required of similarly situated service providers.

5.20 **Representations and Warranties**. By executing this Agreement, Contractor makes the following representations and warranties to the County as of the date this Agreement is executed:

5.20.1 Contractor is a limited liability company duly organized and validly existing under the laws of Delaware and in good standing under the laws of the State of Florida. It is qualified to transact business in the State of Florida and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement. Contractor has the authority to enter into and perform its obligations under this Agreement. The members of Contractor have taken all actions required by Applicable Law and its organizational documents, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

5.20.2 Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement and is ready, willing and able to so perform. Contractor holds, or shall hold, through its dully licensed sub-contractors, all requisites licenses, certifications and other authorizations to perform each and any of its obligations under the Contract Documents.

5.20.3 At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the BOCC. No statement contained in this agreement shall be construed so as to find the Contractor or any of its employees, contractors, servants or agents to be employees of the BOCC for Monroe County.

5.20.4 Except as expressly set forth herein, Contractor makes no other representations or warranties to County, express or implied, with respect to the Facility, Facility Site, Contractor, or the Contractor's performance of its obligations hereunder, and disclaims any other such warranty, including, but not limited to, any warranty of suitability or of fitness for a particular purpose, or of performance of any sort.

ARTICLE 6 – ENVIRONMENTAL LIABILITY

6.1 **No Environmental Liability - Contractor.**

6.1.1 Contractor shall have no Environmental Liability or other legal responsibility for any violation of any Environmental Laws arising from or related to any Transfer Station or any other Point of Delivery controlled or owned by County or County's collection and handling of Acceptable Waste prior to its Acceptance by Contractor, including, but not limited to (i) any existing Hazardous Substances at any Transfer Station or any other Point of Delivery controlled or owned by County, or the future use, release, handling or disposal of Hazardous Substances by Station Operator or any Person other than Contractor and its agents and subcontractors at any Transfer Station or any other Point of Delivery controlled or owned by County; (ii) any Hazardous Substances present in any Yard Waste or Acceptable Waste or their handling, release or disposal except as assumed by Contractor pursuant to Section 4.3; or (iii) compliance of any Transfer Station or any other Point of Delivery controlled or owned by County with any other Environmental Laws.

6.1.2 Contractor shall have no Environmental Liability for Hazardous Substances or Prohibited Materials present in any Applicable Waste, even if the amount of such Prohibited Materials or Hazardous Substances is less than the threshold for rejection by Contractor as set forth in Section 4.3.

6.1.3 In the event that Contractor does not discover Hazardous Substances in any Acceptable Waste until after Acceptance and transport to the Facility, County shall remain responsible for Environmental Liability associated with or arising from such Hazardous Substances and Contractor's disposal or other handling of such Hazardous Substances in compliance with Environmental Laws, except where Contractor fails to dispose or handle such Hazardous Substances in compliance with Environmental Laws.

6.2 **No Environmental Liability – County.** Except as set forth in Sections 4.3 and 6.1.3, County shall have no Environmental Liability or other legal responsibility arising from or related to Contractor's performance of its obligations under this Agreement or the Facility or Facility Site or any Back-Up Facility.

6.3 **Compliance**. Contractor agrees to perform its obligations under this Agreement in compliance with all Applicable Law.

6.4 **No Marketing of Environmental Attributes**. County acknowledges that Contractor retains the rights to any Environmental Attributes arising from the Facility, the processing of Acceptable Waste by Contractor, and the electricity or fuels or other Approved Products produced by the Facility and that County is not acquiring any rights or interests in any Environmental Attributes pursuant to this Agreement. Contractor's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. County agrees not to publicize, report, market or otherwise take credit for the creation of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Contractor's rights to such Environmental Attributes or diminish the value of Contractor's Environmental Attributes. Contractor shall have the right to sell any or all such Environmental Attributes to another Person in its sole discretion. County and Contractor shall cooperate to identify appropriate public statements which County may use regarding the Facility and disposal of Acceptable Waste that will not interfere with Contractor's Environmental Attributes.

ARTICLE 7 - NOTICES

All written correspondence to the County shall be dated and signed by an authorized representative of the Contractor. Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the other Party by certified mail, return receipt requested or sent by telecopier or email with receipt acknowledgment, to the following:

Mr. Will Thompson
Solid Waste Department
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040
Thompson-will@monroecounty-fl.gov

And: Mr. Roman Gastesi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040
Gastesi-roman@monroecounty-fl.gov

And: Ms. Rhonda Haag
Monroe County
102050 Overseas Highway, Suite 2-240
Key Largo, FL 33037
Haag-Rhonda @monroecounty-fl.gov

With a copy to:

Mr. Bob Shillinger
Monroe County Attorney

1111 12 Street, Suite 408
Key West, FL 33040
Shillinger-bob@monroecounty-fl.gov

For the Contractor:

Fred Deluca
Energy 3, LLC
1997 Annapolis Exchange Parkway
Suite 300
Annapolis, MD 21401
fdeluca@energy-three.com

With a copy to:

Chuck Work
Energy 3, LLC
1997 Annapolis Exchange Parkway
Suite 300
Annapolis, MD 21401
charles.r.work@gmail.com

With a copy to:

Jeffrey C. Paulson
Paulson Law Office, Ltd.
4445 West 77th Street
Suite 224
Edina, MN 55435
jeff.jcplaw@comcast.net

The designation and titles of any person to be notified or the address of any person may be changed at any time by written notice. Delivery of any notice shall be deemed to have occurred upon receipt.

ARTICLE 8 - ADDITIONAL SERVICES

"Additional Services" are services not included in the scope of Contractor's services under this Agreement. Should the County require Additional Services they shall be paid for by the County at rates or fees as set forth in Exhibit A or as negotiated at the time when services are required, but only if approved by the County and Contractor before commencement. County shall request the proposed services from Contractor and Contractor shall respond with a fee proposal to perform the requested services. Only after an amendment to the Agreement is executed by both Parties reflecting the Additional Services and a notice to proceed is received by Contractor from the County, shall the Contractor proceed with the Additional Services.

ARTICLE 9 - INDEMNIFICATION AND HOLD HARMLESS

9.1 **Indemnification**. Contractor and, to the extent allowed by Fla. Stat. Section 768.28, County, agree to defend, indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all losses, damages and liabilities for personal injury or death to Persons and damage to each other's physical property or facilities or the property of any other Person to the extent arising out of, resulting from, or caused by the negligent or intentional acts, errors, or omissions of the indemnifying Party. Furthermore, each Party shall defend, indemnify, and hold the other harmless from and against all such losses, damages and liabilities that were incurred or suffered by the indemnified Party and that relate to the indemnifying Party's breach or failure to perform any of the covenants, agreements, obligations, representations, or warranties contained in this Agreement. Nothing in this Section 9.1 shall relieve Contractor or County of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay damages to the indemnified Party shall be reduced in proportion to the percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the damages. Neither Party shall be indemnified for damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

9.2 **Intellectual Property**. Contractor shall be responsible to acquire any intellectual property necessary to perform its obligations under this Agreement and agrees to indemnify and hold County and its officers and employees harmless from and against any claim by any Person alleging that Contractor's performance of this Agreement, including, but not limited to, development and operation of the Gasification Plant, infringes on the intellectual property rights of such Person.

9.3 **Consideration.** The first ten dollars ($10.00) of remuneration paid to the Contractor is consideration for the indemnifications provided by Contractor above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

9.4 **Delay in Insurance.** In the event the performance of Contractor's services is delayed or suspended as a result of the Contractor's failure to purchase or maintain the insurance required by this Agreement, the Contractor shall indemnify County from any and all increased expenses resulting from such delays.

9.5 **No Waiver**. The availability of any insurance policy or coverage shall not relieve the Contractor of any of its obligations under the terms of this Agreement.

9.6 **Survival**. The indemnification provisions shall survive the expiration or early termination of the Agreement.

ARTICLE 10 - INSURANCE

10.1 The Contractor shall obtain insurance as specified and maintain the insurance required by this Agreement at all times during the Term.

10.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to conduct business in the State of Florida and that has an agent for service of process within the State of Florida. To the extent available, the coverage shall contain an endorsement providing sixty (60) days' notice to the County prior to any cancellation of said coverage.

10.3 Contractor shall obtain and maintain the following policies:

A. **Workers' Compensation** insurance as required by the State of Florida, sufficient to satisfy the requirements of Florida Statutes Chapter 440.

B. **Employers Liability Insurance** with limits of $1,000,000 per accident, $1,000,000 disease, policy limits, $1,000,000 Disease each employee.

C. **Comprehensive business automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars ($1,000,000.00) combined single limit and One Million Dollars ($1,000,000.00) annual aggregate.

D. **Commercial general liability,** including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Contractor or any of its employees, agents or Affiliates or subcontractors, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with One Million Dollars ($1,000,000) per occurrence and annual aggregate.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this Agreement.

E Pollution Liability Insurance: $1,000,000 per occurrence.

F. Commercial Umbrella/Excess Liability Insurance: $5,000,000 per occurrence.

G. County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified in Sections 10.3 (C) and (D).

H. Contractor shall require its subcontractors (including Affiliates) to be insured at least to the limits prescribed above, and to any increased limits of Contractor if so agreed during the term of this Agreement. County will not pay for increased limits of insurance for Affiliates.

I. Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

10.4 **County Insurance.** County is self-insured. Evidence of County's self-insurance capabilities will be provided to Contractor upon request.

ARTICLE 11 – REPORTING REQUIREMENTS

11.1 Transition and Implementation Reports.

11.1.1 General.

In addition to the reporting requirement as set forth in 5.5(b), Contractor shall provide, at a minimum, a report each month following the Commercial Operation Date. The contents of these reports shall be mutually agreed by Contractor and the County Representative.

11.2 Summary of Monthly, Quarterly, and Annual Reporting Requirements.

11.2.1 Operational Data.

The following table identifies the operational data the Contractor shall routinely submit.

Operational Data	Monthly	Quarterl	Annual
Tons Delivered	X		X
Tons Rejected	X		X
Tons Accepted	X		X
Tons Processed	X		X
Tons of Residue Disposed and Name of Disposal Facility(ies) Used	X		X
Tons of Recovered By-Products Sold (if any, by type)	X		X
Processing Unit/Facility Downtime	X		X
Significant Events		X	X
Tons Processed from third-party waste suppliers	X		
Recycling credits generated as per DEP			X as available

DEP Emissions data reporting-stack tests, etc.		X	X
Energy Generated	X		X
Energy Sold	X		X

Tonnage reporting shall (i)) reflect tonnages for different categories of Acceptable Waste, and (ii) include Third-Party Waste. It need not include waste other than Acceptable Waste and Third Party Waste.

11.2.2 **Financial Information**.

The following table identifies the financial information the Contractor shall routinely submit.

Financial Information	Monthly	Quarterl	Annual
Amount billed to County*	X		
Fees or payments due to County (if any)*	X		
County past due amount		X	
Audited Financial Statements**			X

*Invoices will be presented to and paid by the County once monthly

**Excluding proprietary information. Proprietary information shall be shown to County Administrator or his or her designee for verification purposes only, except as needed for Section 3.6(a) or as otherwise specifically provided herein.

11.2.3 **Monthly Reports.**

11.2.3.1 **Tons Delivered, Rejected, Accepted, and Processed.** The tons Delivered, Accepted, and Processed shall be calculated using daily Tonnage reports from the scale house data management system for Acceptable Waste delivered at Transfer Stations. Tons Accepted shall be calculated as the tons Delivered less Tons Rejected. Tons Accepted shall separately treated as tons Accepted on a conditional basis subject to reduction for any Hazardous Substances or Prohibited Materials. Reports shall reflect tonnage separately for (i) Yard Waste, and Biomass (ii) C&D Waste; (iii) Electronic Waste; (iv) Canal Waste; (v) Sewage Solids; (vi) Food Waste; (vii) MSW; and (vii) Third-Party Waste (including type of waste processed).

11.2.3.2 **Tons of Residue Disposed**. The tons of Residue disposed shall be the tonnage determined in accordance with procedures described in Exhibit F.

11.2.3.3 **County fees or payments (if any) due to County.** If the Contractor owes the County fees or administrative charges, the Contractor shall itemize each fee or payment due for the most-recently completed month.

11.2.3.4 **Energy Generated and Energy Sold**. The gross production of the Facility and the net energy sold to any third party.

11.2.3.5 **Processing Unit/Facility Shutdown Information**. A brief summary or table of the cause, total duration and resolution (or work performed to resolve) for any material planned and/or forced shutdowns.

11.2.3.6 **Recovered Material or By-Products Sold (if any)**. The tons of materials recovered from the Processing of Acceptable Waste or Third Party Waste that were sold or reused.

11.2.4 **Quarterly Reports.**

11.2.4.1 **Significant Events**. Contractor shall discuss any significant events that have impacted or will impact Contractor's performance hereunder and/or the Facility including, but not limited to, operational changes related to receipt, Acceptance, Processing, Residue disposal, Hazardous Materials, and notices of violations. Contractor shall describe the potential consequences of such events and plans to mitigate such consequences.

11.2.4.2 **Emissions reporting**. DEP data quarterly reporting, such as Continuous Emission Monitoring System (CEMS) data or reports that are required by the DEP or Facility permits shall be provided to the County on an annual basis.

11.2.5 **Annual Reports.**

11.2.5.1 **Summary of Monthly Data.** Annual reports shall include a summary report that presents all monthly data required by the monthly reporting requirements and shall include an annual total for each item reported.

11.2.5.2 **Audited Financial Statements.** Within one hundred twenty (120) calendar days after the close of Contractor's fiscal year, Contractor shall deliver to the County two (2) copies of the audited consolidated financial statements and profit and loss statements of Contractor for the preceding fiscal year. Financial statements shall include a supplemental combining schedule showing Contractor's non-proprietary results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operation and Contractor's financial condition. Annual financial statements shall be audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a Certified Public Accountant (CPA) who is a member of the American institute of Certified Public Accountants (AICPA) licensed (in good standing) to practice public accounting, and provide that the CPA opinion on Contractor's annual financial statements shall be unqualified, and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

11.2.5.3 Recycling Credits. Recycling Credits issued or provided by DEP to be provided to County as and when available from DEP.

11.3 **Report Format.** Contractor shall provide records to the County using an electronic format approved by the County Representative. The reports may be sent by electronic mail ("e- mail"), or if e-mail is not feasible, through an alternate electronic medium that is compatible with the County's software and computer systems.

11.4 **Report Submittal.**

Contractor shall submit the following reports in accordance with the deadlines set forth below.

11.4.1 **Monthly Report.** Contractor shall submit monthly reports to the County on or before the last day of the calendar month immediately following the monthly period covered by the report.

11.4.2 **Quarterly Report.** Contractor shall submit quarterly reports within thirty (30) days of the end of the previous calendar quarter.

11.4.3 **Annual Report.** Contractor shall submit annual reports within ninety (90) days after the end of the applicable year for the services provided in the previous calendar year. A final annual report covering any period less than a full year shall be submitted within thirty (30) days following expiration or termination of the Agreement.

11.4.4 **Submittal Day Exceptions.** If the last day of the month falls on a Saturday, Sunday or a day not a Business Day under this Agreement, the report is due on the next Business Day.

11.4.5 **Submittal to County.** All reports shall be submitted to the County Representative.

11.4.6 **Late, Inaccurate, Incomplete Reports.** Reports that are not filed by the due date or are incomplete or inaccurate are delinquent. Contractor shall submit a complete or corrected report within thirty (30) calendar days of written notice from the County.

11.4.7 **On-Request Reports.** Contractor shall maintain current information regarding key personnel; vehicle inventory; all applicable Permits; and tonnage for materials Delivered, rejected, Processed, and disposed and provide such data to County within a reasonable time after request by County.

11.5 **Copies of Public Reports.** Upon request by County, Contractor shall provide County with copies of the public, nonproprietary portions of any reports with respect to

the Facility or performance of Contractor's obligations hereunder which Contractor has filed with any other Governmental Authority.

ARTICLE 12 - FINANCIAL ASSURANCE OF PERFORMANCE

12.1 **Performance Bond.** Contractor shall furnish to the County Clerk, and keep current, a Performance Bond substantially similar to the form as set forth in *Exhibit E, Form of Performance Bond*, for the performance of this Agreement and all of Contractor's obligations arising hereunder ("Performance Bond") as follows:

The Contractor shall provide to the Clerk and keep current the Performance Bond in effect under the Interim Agreement from the Commercial Operation Date through sixty (60) days after the expiration of the Term or until County issues a written release, whichever is earlier, for a minimum amount of $795,000.00. If the term of any Performance Bond or any alternative security is less than the Term of this Agreement, Contractor shall provide a renewed, extended or new Performance Bond or alternative security with a term commencing upon the expiration of the term of any prior Performance Bond or alternative security no less than sixty (60) days prior to the scheduled expiration date of the Performance Bond or alternative security.

12.2 **Licensed Surety.** The Performance Bond shall be issued by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poor's and included on the list of surety companies approved by the Treasurer of the United States. If the Performance Bond is shorter than the term of this Agreement, Contractor shall submit proof of renewal or extension at least thirty (30) calendar days prior to the Performance Bond expiration date.

12.3 **Alternative Security.** Contractor may request, and County may in its sole discretion allow Contractor to provide the following alternative security for the performance of this Agreement in the same amount specified for the Performance Bond in the form of: (a) a prepaid irrevocable standby letter of credit from a financial institution satisfactory to the Administrator, which authorizes the County to withdraw funds in the event of a default under this Agreement and approved as to form by the County Attorney; or (b) a certificate of deposit or other escrowed funds subject to an escrow agreement in favor of the County with a financial institution satisfactory to the Administrator.

In the event alternative security is approved by the County, Contractor shall notify the County Representative within three (3) calendar days of any change in status. County may periodically request verification from the financial institution that issued the letter of credit regarding the status of the letter of credit. If the letter of credit is no longer in full effect, Contractor must cure the defect within fifteen (15) Business Days.

12.4 **Use of Security**.

12.4.1 In addition to any other remedy available to it, County may, without waiving any other right or remedy, draw against the Performance Bond or alternative

security to satisfy any undisputed obligations of Contractor to County arising under this Agreement that Contractor has not otherwise paid when due, after any required notice and opportunity to cure. Any failure to draw upon the Performance Bond or alternative security for amounts due to County shall not prejudice County's rights to recover such amounts in any other manner or at any other time. In the event the amount of the Performance Bond or alternative security shall be insufficient to pay any amount due to County in full (and Contractor has not otherwise paid such amount), Contractor shall replenish the Performance Bond or alternative security to its full amount within thirty (30) days. In the event Contractor fails to replenish the Performance Bond or alternative security and pay the applicable amount promptly when due, County shall have the right to terminate the Agreement in accordance with Section 14.3.

12.4.2 Neither County's draw on the Performance Bond or alternative security, nor Contractor's or any Financier's provision or replenishment of the Performance Bond or alternative security, nor any other payment of Contractor or Financier to County, is a waiver of any rights Contractor or any Financier otherwise has to dispute County's entitlement to any such funds, and Contractor and Financier shall retain all rights and remedies either may have in that respect under this Agreement or at law to dispute any such underlying claim by County and to seek the return of any such funds from County if Contractor or any Financier prevails in the dispute. To the extent any of the events that provide County the right to draw on the Performance Bond or alternative security might also constitute an Event of Default by Contractor and entitle County to terminate this Agreement, and County draws against the Performance Bond or alternative security to satisfy the full amount of Contractor's unpaid obligations related to the asserted Event of Default, and Contractor replenishes the Performance Bond or alternative security as required by this Agreement, the asserted Event of Default shall be deemed cured and any right on the part of County to terminate this Agreement related to the asserted specific Event of Default shall be waived and extinguished.

ARTICLE 13 - MISCELLANEOUS

13.1 **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.

13.2 **Ownership of Documents**. Any documents prepared by the Contractor for this Agreement belong to the Contractor and, with the exception of proprietary documents, may be reproduced and copied by the County for internal use only without acknowledgement or permission of the Contractor.

13.3 **Successors and Assigns.** The Contractor shall not assign its obligations under this agreement, except in writing and with the prior written approval of the BOCC and the Contractor, which approval shall be subject to such conditions and provisions as the BOCC may deem reasonably necessary. This paragraph shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Agreement. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and

to the successors, assigns and legal representatives of such other Party. Notwithstanding the foregoing, Contractor may assign this Agreement to a Financier as security for Contractor's obligations to Financier without the consent of County, but Contractor shall provide County with notice of any such assignment. County may assign its interest in this contract to any successor in interest that assumes, by operation of the law, the County's corporate functions or leaseholds in realty.

13.4 **No Third-Party Beneficiaries**. Except for rights provided to Financiers, nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other Person not a Party or give rise to a cause of action in favor of any Person not a Party.

ARTICLE 14 - EVENTS OF DEFAULT

14.1 The following shall each constitute an Event of Default by Contractor.

a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement, for its liquidation under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof; or

b. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors seeking its liquidation under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within ninety (90) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; or

c. Contractor has defaulted, by failing or refusing to pay in a timely manner any undisputed administrative charges, or other monies due County under this Agreement, and said default cannot be cured by County using the Performance Bond or alternative security or by Contractor or a Financier within thirty (30) calendar days of receipt of written notice by County to do so; or

d. Factual and material information provided by Contractor to County on which County has relied in taking any material action or making any payment to Contractor is discovered to be materially inaccurate, and Contractor fails to correct the inaccuracy and refund or credit any payment made in reliance thereon within thirty (30) calendar days of receipt of written notice by County; or

e. Contractor has breached or failed to perform a material term, condition or covenant in this Agreement and said breach is not cured within thirty (30) calendar days of receipt of written notice from County to do so, or if by reason of the nature of such breach, the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of written demand from County to do so, Contractor fails to commence the remedy of such breach within said thirty (30) calendar days following such written notice or having so

commenced shall fail thereafter to continue with diligence the cure thereof (with Contractor having the burden of proof to demonstrate (a) that the breach cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said breach, and such breach will be cured within a reasonable period of time).

14.2 The following shall each be an Event of Default by County:

(a) County directs any material amount of Yard Waste, or other Acceptable Waste dedicated to Contractor exclusively, to any other Person during the Term, or fails to deliver Yard Waste or other Acceptable Waste to Contractor as required hereunder.

(b) County fails to make any payment due to Contractor under this Agreement within Fifteen (15) Business Days after such amount is due.

(c) County breaches any curable, non-monetary, material obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notification from Contractor of the breach.

(d) County fails to budget or appropriate sufficient funds to pay Contractor as described in Section 3.5.1.

(e) Any other material breach of this Agreement not specifically enumerated, that is not cured within thirty (30) days after County received written notification of default from Contractor.

14.3 **Termination**.

14.3.1 In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Sections 14.1 or 14.2, as applicable, or upon the occurrence of an incurable Event of Default, the non-defaulting Party may terminate this Agreement by notifying the defaulting Party in writing of its decision to terminate and the effective date of the termination.

14.3.2 Upon termination of this Agreement by County due to an Event of Default by Contractor pursuant to Section 14.3.1, County shall have no future or further obligation to provide Acceptable Waste to Contractor or to make any payment whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination. Upon termination of this Agreement by Contractor due to an Event of Default by County pursuant to Section 14.3.1, Contractor shall have no future or further obligation to accept or process Acceptable Waste from County or to satisfy any other obligation of this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination. After the effective date of termination, this Agreement shall not be construed to provide any residual value to either Party or any successor or any other Person, for rights to, use of, or benefits from the Acceptable Waste or Facility.

14.3.3 Notwithstanding any provisions in this Agreement to the contrary, upon the occurrence of an Event of Default by Contractor, County shall provide notice of the Event of Default to each Financier for which an address or other contact information has been provided to County by Contractor. Each Financier shall have the right to cure the Event of Default on behalf of Contractor within the cure periods set forth in Section 14.1, and County agrees to accept any such cure to the same extent as if made by Contractor. If Financier needs to foreclose on the Facility, Facility Site or other assets of Contractor or otherwise take legal action to gain possession of the Facility, Facility Site or other assets of Contractor in order to cure the applicable Event of Default, the applicable cure period shall be extended by the amount of time necessary for the Financier, using all reasonable due diligence, to obtain possession of the Facility, Facility Site, or other applicable assets. Under no circumstances, however, may the extension of time granted by the County under this Section 14.3.3 exceed 90 calendar days. If a Financier, or its designee, obtains possession of the Facility, Facility Site or other applicable assets of Contractor and assumes all of the obligations of Contractor under this Agreement, and cures any Event of Default, subject to and in accordance with Section 14.3, the County agrees to recognize the Financier, or its designee, as Contractor under this Agreement and to perform County's obligations to Financier or its designee.

14.3.4 If an Event of Default by Contractor will require more than the prescribed cure period to cure, and Contractor is diligently pursuing a cure, as reasonably demonstrated to County, then the applicable cure period shall be extended up to an additional ninety (90) days as long as Contractor is diligently pursuing the cure. This provision shall not apply to payment defaults. After Commercial Operation Date, if Contractor's default is due to a casualty event or other physical breakdown at the Facility which requires more time than otherwise allowed under this Article 14 to cure, as long as Contractor or its Financier are diligently pursuing the repair or reconstruction of the Facility, including necessary procurement and design, the cure period shall be extended to include such time as is reasonably necessary for Contractor or its Financier to complete the work using commercially reasonable efforts, as demonstrated to County.

14.3.5 The Contractor shall continue to accept and process County's waste during any period in which County is in default for any reason other than nonpayment.

14.4 **Other Damages**.

(a) For all claims, causes of action and damages the Parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Sections 14.1 and 14.2, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 14.3.1, shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

(b) Except as otherwise specifically and expressly provided in this Agreement, no Party shall be liable to the other Party under this Agreement for any indirect, special, punitive, exemplary, incidental or consequential damages, including, without limitation, loss of use, loss of revenues, loss of profit, interest charges, cost of capital, or claims of customers to which service is made, whether arising under statute or in tort or contract. Notwithstanding the foregoing, in the event that County breaches this Agreement by failing to deliver Yard Waste or diverting such Yard Waste to third Parties as set forth in 4.1.1, Contractor shall be entitled to seek damages measured by (i) the costs incurred by Contractor to acquire suitable replacement of Acceptable Waste to meet Contractor's contractual obligations less any savings experienced by Contractor or (ii) the difference between the amount per ton which Contractor would have been paid by County to process the Acceptable Waste and the price per ton received by Contractor from alternative suppliers of waste, multiplied by the number of applicable tons, whichever is less.

(c) While the County is not obligated to provide a minimum amount of Yard Waste, County acknowledges that Contractor is relying on County's Delivery of Yard Waste as required under 4.1.1 of this Agreement to operate the Facility and meet Contractor's obligations to generate electricity for sale to third parties, and the failure by County to deliver Yard Waste or its diversion to other Persons in violation of Section 4.1.1, may cause Contractor to breach its other contracts. In the event County violates its exclusivity obligation to Contractor by diverting Yard Waste to other Persons or failing to Deliver Yard Waste, County agrees Contractor shall have the right to specific enforcement of County's exclusivity and delivery obligations.

14.5 **Termination Cumulative**. Each Party's right to terminate this Agreement is in addition to any other rights and remedies provided by Applicable Laws or by this Agreement.

14.6 **Transition.**

(a) In the event of a termination of this Agreement by Contractor for default by County or due to a Change in Law making performance impossible as described in Section 15.2, Contractor shall be entitled to cease performing services under the Agreement upon the effective date of termination, including termination of subcontracts, and may recover its equipment from Transfer Stations without interference by County or its contractors or agents. Contractor shall cooperate with County in any transition to a new services provider, but shall not be obligated to incur any material costs in assisting such a transition.

(b) In the event of a termination of this Agreement by County, Contractor shall complete any work necessary to facilitate the transfer of Contractor's responsibilities to another contractor and cooperate with County's establishment of a new contract or other means of performing the services previously performed by Contractor. County shall have the

right to separately contract with any subcontractor of Contractor for services, or may request that Contractor assign one or more subcontracts to County. Any such assignment will be subject to approval by the applicable subcontractor.

ARTICLE 15 - CHANGE IN LAW

15.1 County and Contractor understand and agree that the Florida Legislature has the authority to make changes in solid waste management legislation and other laws and that changes in law in the future may require County to change the manner in which it collects or disposes of Acceptable Waste in a way that conflicts with the terms and obligations of this Agreement. In the event any such legislation or change in law is proposed by any Governmental Authority which, if enacted, would adversely affect County's ability to perform its obligations to Contractor or Contractor's ability to perform its obligations to County, the Parties agree to cooperate to oppose such proposed change or seek modifications to the proposed change to permit the Agreement to be unaffected. Nothing contained in this Agreement shall require any Party to perform any act or function contrary to law. Subject to Section 15.2, in the event that a change in Applicable Law is enacted which materially affects either Party's ability to perform its obligations hereunder, County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement to reflect the minimum changes in the performance of the applicable obligations necessary to comply with the Change in Law. Such modifications may include a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Neither County nor Contractor shall unreasonably withhold agreement to any such amendment to this Agreement, including any compensation adjustment, but the County is not required to increase taxes to meet any compensation adjustment. If the modification includes a compensation increase, County shall promptly seek any approval of BOCC to the modifications and increase as well as a corresponding appropriation of funds sufficient to pay for the new levels of compensation.

15.2 If a Change in Law makes Contractor's performance of any material portion of this Agreement impossible, or will cause Contactor to default on its financing (without violating Applicable Law), and the Parties fail to negotiate an amendment which resolves the legal barriers to Contractor's continued performance, Contractor may, upon thirty (30) days' notice to County, terminate this Agreement. Only a Change in Law which renders the Contractor's performance under the Agreement impossible in this manner shall otherwise excuse the Contractor from performance under the terms of this Agreement unless otherwise agreed to by the County.

ARTICLE 16 - AMENDMENTS TO CODE

County shall not propose any amendment to the Monroe County Code for the purpose of adversely affecting County's or Contractor's obligations, or their respective ability to perform their obligations, under this Agreement without first negotiating acceptable amendments to this Agreement with Contractor which addresses the adverse effects. County shall provide written notice to Contractor of any planned amendment to Chapter 21, or to other applicable chapters of the Monroe County Code that would materially affect the performance of Contractor's services pursuant to the Agreement. Except in the case of an amendment determined by the BOCC to be an emergency measure, such notice shall be provided at least thirty (30) calendar days prior to

the BOCC's consideration of such an amendment. If such an amendment is approved without prior agreement by the Parties to amendments to this Agreement necessary to hold Contractor harmless from the adverse effects of the amendment, then the change in law shall be treated as a change in law pursuant to Article 15.

ARTICLE 17 - PUBLIC ENTITIES CRIMES

A Person or its Affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall be considered a default by Contractor and permit County to terminate this Agreement, and may result in debarment from County's future competitive procurement activities. County may also be able to recover amounts previously paid to the extent allowed by Applicable Law.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

Contractor will promptly notify the County if it or any subcontractor or subcontractor of Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

ARTICLE 18 - MAINTENANCE OF RECORDS

Contractor shall maintain, and cause any applicable Affiliate to maintain, all books, records, and documents directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the expiration or termination of this Agreement. Subject to the provisions of Article 30, each Party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of the other Party to this Agreement for public records purposes during the term of the Agreement and for four years following the expiration or termination of this Agreement. If an auditor employed by the County determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, County shall

notify Contractor of the audit findings, providing all documentation supporting the determination and the amounts involved. Contractor shall have the right to review the findings and related documentation for up to thirty (30) days and to provide a written response accepting or disagreeing with the findings. To the extent Contractor accepts the audit conclusions, Contractor shall, within thirty (30) days, remit to County any amounts due including, where required by law, interest calculated pursuant to Fl. Stat. Section 55.03. To the extent Contractor disagrees with the audit findings, the Parties shall engage in discussion and negotiation for a period of thirty (30) days, as extended by agreement of the Parties in an effort to reach a resolution of the disagreements. If and to the extent after such negotiations the disagreements are not resolved in their entirety, either Party shall have the right to seek further remedies pursuant to Article 24.

ARTICLE 19 - GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

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, County and Contractor agree that any action shall be filed, tried and remain in the state courts of the state of Florida, specifically the 16th Judicial Circuit, Monroe County, Florida, in the appropriate court or before any appropriate state administrative body with jurisdiction. Each party knowingly and voluntarily waives any right the Party may have under state or federal law for removal of any action filed in state courts to any federal court. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

ARTICLE 20 - 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. The County and Contractor agree to negotiate an amendment to the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent and effect of the stricken provision.

ARTICLE 21 - BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

ARTICLE 22 - AUTHORITY

Each Party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and company action, as required by law.

ARTICLE 23 - CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

ARTICLE 24 - ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between authorized representatives of each of the Parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, then any Party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. Each Party agrees to continue to perform its obligations under the Agreement during the pendency of any dispute or related dispute resolution proceeding.

ARTICLE 25 - COOPERATION

In the event any administrative or legal proceeding is instituted against either Party by another Person relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other Party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no Party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ARTICLE 26 - NONDISCRIMINATION

Contractor or County agrees to comply with all applicable Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination in employment. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended

from time to time, relating to nondiscrimination on the basis of disability; 9) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 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 27 - COVENANT OF NO INTEREST

Contractor and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

ARTICLE 28 - CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

ARTICLE 29 - NO SOLICITATION/PAYMENT

The Contractor and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any Person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 30 - PUBLIC ACCESS

30.1 **Public Records**.

The Contractor and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor and County in connection with this Agreement.

Pursuant to F.S. 119.0701, Contractor shall comply with all applicable 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 Monroe County in order to perform the service. County shall cooperate with Contractor to identify these records.

(b) Provide the public with access to non-proprietary public records on the terms and conditions that Monroe County 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, at no cost, to Monroe County all public records in possession of the Contractor upon expiration or termination of the 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

30.2 **Proprietary Materials**. Contractor considers certain data and information related to the performance of the Facility and its obligations under this Agreement, trade secret, confidential and proprietary, either because (i) Contractor has confidentiality and non-disclosure agreements with third parties from which the information was received, or (ii) the nature of the information involved is sensitive and uniquely valuable to Contractor or its subcontractors or suppliers or its disclosure would adversely affect Contractor's ability to compete in the marketplace, such as protected intellectual property or special techniques, methods, or financial information ("Contractor Proprietary Information"). Contractor Proprietary Information is agreed to include, but not limited to:

(i) financial and cost information provided by Persons other than Contractor;

(ii) investment and financial data and information provided by equity Financiers in Contractor or its Affiliates, and estimates, pro formas and other such financial data or projections provided by Contractor to prospective Financiers;

(iii) all technical information, software, and other design and operational specifications, procedures, and characteristics of the Facility, whether protected by Applicable Laws as intellectual property or not;

(iv) non-public data and information with respect to contracts with other Persons providing waste or services to Contractor at the Facility;

(v) information with respect to financial performance of Contractor or its Affiliates or the Facility;

(vi) terms of any power purchase agreement or other contracts for sale of electricity or Environmental Attributes.

Subject to Applicable Laws, and specific requirements of this Agreement to the contrary, Contractor shall not be required to disclose or make public Contractor Proprietary Information.

ARTICLE 31 - NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

ARTICLE 32 - PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

ARTICLE 33 - LEGAL OBLIGATIONS AND RESPONSIBILITIES

This Agreement is not intended to, nor shall it be construed as, relieving any Party from any obligation or responsibility imposed upon the Party by law except to the extent of actual and timely performance thereof by Party, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, and other Applicable Laws.

ARTICLE 34 - NON-RELIANCE BY NON-PARTIES

Except expressly set forth in this Agreement with respect to the rights of Financiers, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of, any customer, County resident or business, property owner or any other third-party so as to constitute any such Person a third-party beneficiary under the Agreement, or of any one or more of the terms hereof, or otherwise give rise to a case of action in any Person not a Party hereto. No Person shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder. Neither County nor Contractor shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative or otherwise bind the other Party.

ARTICLE 35 - ATTESTATIONS AND TRUTH IN NEGOTIATION

Contractor agrees to execute such documents as County may reasonably require for the administration of this Agreement, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

ARTICLE 36 - 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 Monroe County or Contractor in his or her individual capacity, and no member, officer, agent or employee of Monroe County or Contractor 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 37 - EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

INTENTIONALLY LEFT BLANK

(Signature pages to follow)

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Mayor/Chairman

(SEAL)

ENERGY3, LLC, a Delaware limited liability company

By:_____

Title:_____

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Gilbert-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/8/16

EXHIBIT A

COMPENSATION RATES

Beginning on the Commercial Operation Date or the date that is 30 months after the Effective Date, whichever is earlier, County shall compensate Contractor for services performed in accordance with this Agreement according to the following rates:

Services	Fee
Load/transport from Transfer Stations and process at Facility – Yard Waste, Biomass	$67.20/ton
Load and transport Electronic Waste from applicable Points of Delivery to Facility and process	To be negotiated
Load and transport Canal Waste from applicable Points of Delivery to Facility or alternative site and process	$67.20/ton
Processing fee for Canal Waste (excludes transportation)	$35/ton
Load and transport C&D Waste from Transfer Stations to Facility and process	$67.20/ton
Emergency transport and processing of Yard Waste, C&D Waste and Biomass after storm event	$67.20/ton, unless otherwise mutually agreed by Parties (and FEMA if applicable)
Handling/disposal of Hazardous Substances or Prohibited Materials	To be agreed by Parties; if no agreement is needed, actual cost of removal and disposal in compliance with Environmental Laws plus 15 percent

EXHIBIT B

ADMINISTRATIVE CHARGES

1. Failure to attain scheduled Commercial Operation Date by COD Deadline, as extended under the Agreement.	$500 per day
2. Material non-compliance of vehicles used for transporting Acceptable Waste with Applicable Laws	$100 per incident
3. Submittal of required reports to County more than three days after due date	$150 per day
4. Failure to provide County with access to Facility as required by this Agreement	$500 per incident
5. Failure to transport or handle waste properly	$500 per day
6. Failure to repair damage to County property	$150.00 per incident
7. Failure to comply with designated facility regulations	$150.00 per incident
8. Failure to maintain office hours as required	$150.00 per incident
9. Operator not licensed	$150.00 per incident
10. Failure to submit the financial statements, reports and other information as required under this Agreement by the prescribed date	$1000.00 per calendar day

For purposes of Item 5, a failure to handle or transport waste properly shall mean that Contractor has not handled or stored Accepted Acceptable Waste at the Points of Delivery in accordance with Applicable Laws or has failed to remove such materials from the Transfer Stations within the time frame required by Applicable Laws.

EXHIBIT C

FEE ADJUSTMENTS

Beginning October 1, 2018 if the Commercial Operation Date occurs before April 1, 2018, or October 1, 2019 if the Commercial Operation Date occurs on or after April 1, 2018, the then applicable rates set forth in Exhibit A shall be adjusted October 1 of each Contract Year as follows:

The rates shall each be adjusted to reflect the change in the U.S. Consumer Price Index (CPI) for the US (unadjusted) for all urban consumers, all items, published monthly by the US Bureau of Labor and Statistics, relative to the CPI Index for the 12 month period ending in December or 2.5% whichever is less. If the CPI is discontinued during the Term, an alternative equivalent index shall be used as agreed by the Parties.

EXHIBIT D

APPROVED PRODUCTS

The following substances resulting from processing of Acceptable Waste at the Facility or other agreed sites are "Approved Products" for purposes of this Agreement.

Ash/Rock/Dirt

The inorganic residue from Acceptable Waste remaining after processing at the Facility or otherwise screened or segregated during processing.

Metals

Any metals remaining after processing of Acceptable Waste which can be recycled or reused.

Compost/Soil Amendment

Solid waste which has undergone biological decomposition of organic matter, has been disinfected using composting, anaerobic digestion, or similar technologies, and has been stabilized or processed to a degree that is potentially beneficial to plant growth and that is used or sold for use as a soil amendment, artificial top soil, growing medium amendment or other similar uses.

Synthetic Gas

Natural or synthetic gases produced by the Facility and which are used to generate electricity or make fuels.

Methane

Methane gas created by an anaerobic digestion process which is used to generate electricity.

Electricity

Electricity generated by the Facility or any approved digester or similar facility.

Environmental Attributes

All Environmental Attributes arising from the Facility, Back-Up Facility, or other approved facilities, or Contractor's processing of Acceptable Waste, or electricity produced by the Facility.

EXHIBIT E

FORM OF PERFORMANCE BOND

WASTE PROCESSING SERVICES
FOR MONROE COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and, _____, as Surety, hereinafter called Surety, are held firmly bound unto the County of Monroe, Florida, as Obligee, and hereinafter called the County, in the amount of _____ Thousand Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2016, entered into an Agreement with the County for providing Waste Processing Services in accordance with the Agreement of Monroe County, FL, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement. The term of this bond is from _____ to _____. Renewal must be provided to the County sixty (60) days prior to the expiration of the term.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and declared by the County to be in default under the Agreement, the County having performed the County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Agreement in accordance with its terms and conditions.

2. Obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the County elects, upon determination by the County and the Surety jointly obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and the County, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement or Agreement of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term

"balance of the Agreement price", as used in this paragraph, shall mean the total amount payable by the County to Contractor under the Agreement and any amendments thereto, less the amount properly paid by the County to Contractor.

Any suit under this bond must be instituted before the expiration date of the Agreement or if extended for an additional term by the County, the expiration of the extended term.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the County named herein or the executor, administrator or successors of the County of.

Signed and sealed this _____ day of _____, 201__.

PRINCIPAL

_____

(Witness) Title

SURETY (Name of Insurer)

_____

(Witness) (Attorney-in-Fact

EXHIBIT F

SPECIFICATIONS FOR ACCEPTABLE AND OTHER WASTE STREAMS

The criteria set forth below define the Prohibited Materials and other minimum quality characteristics for each type of Acceptable Waste or additional waste streams subject to, or potentially subject to, this Agreement. In addition to Section 4.3, all Acceptable Waste delivered by County to Contractor shall meet these specifications.

1. Yard Waste and Biomass

Prohibited Materials: Rock, dirt, metal and other inorganic materials; Hazardous Substances; wood that is treated with creosote or arsenic or other chemical treatments.

Other Requirements: N/A

2. C&D Waste C&D Waste may include wood products, including products containing resins, glues, paints, varnishes, and stains; paper, cardboard and similar products; and organic landscaping waste.

Prohibited Materials: Rock, dirt, metals and other inorganic materials; Hazardous Substances, including formaldehyde; cement, gypsum, bricks or similar stone materials; Atomic Waste.

3. Canal Waste Canal Waste shall be dewatered to a moisture content no greater than 30% by weight.

Prohibited Materials: Rock, dirt, metal and other inorganic materials; Hazardous Substances other than naturally occurring levels of arsenic and copper.

4. Electronic Waste

Prohibited Materials: Atomic Waste; Hazardous Substances
Other Requirements:

5. Food Waste

Prohibited Materials: Biological Waste; Inorganic materials; Hazardous Substances

6. Sewage Solids Sewage Solids shall meet the US Environmental Protection Agency's criteria for sewage solid resource recovery criteria in 40 CFR Part 503 and related regulations, and corresponding state regulations.

Prohibited Materials: Hazardous Substances; inorganic materials

7. MSW

Prohibited Materials: Atomic Waste; Biological Waste; Hazardous Substances; explosives

Other Requirements: Other requirements may be added based on design limitation of the Facility.

EXHIBIT G

FORM OF INVOICE AND REQUIRED PAYMENT DOCUMENTATION

Bill To: Monroe County Solid Waste Management
1100 Simonton Street
Key West, FL 33040

Invoice #	Date	Total Due $	Terms	Enclosed

Activity	Date Range	Qty. Rate	Amount
Yard Waste Hauling			
Key Largo Yard Waste Hauling			
Long Key Yard Waste Hauling			
Cudjoe Key Yard Waste Hauling			
Key Largo Yard Waste to Garbage			
Long Key Yard Waste to Garbage			
Cudjoe Key Yard Waste to Garbage			

Balance Due $

MATERIAL ANALYSIS REPORT BY MATERIAL

Key Largo

Material	# of Trips	Total Tons	Adjustments	Total Inbound
YW				
YWTG				
TOTAL				

Long Key

Material	# of Trips	Total Tons	Adjustments	Total Inbound
YW				
YWTG				
TOTAL				

Cudjoe Key

Material	# of Trips	Total Tons	Adjustments	Total Inbound
YW				
YWTG				

TOTAL

ALL SITES

Material	# of Trips	Total Tons	Adjustments	Total Inbound
YW				
YWTG				
TOTAL				

KEY LARGO
LONG KEY
CUDJOE

TOTAL

EXHIBIT H

INTERIM YARD WASTE PROCESSING AGREEMENT

INTERIM YARD WASTE PROCESSING SERVICES AGREEMENT
BETWEEN
MONROE COUNTY
AND
ENERGY3, LLC.

This Agreement ("Agreement") made and entered into this 18th day of February 2015 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, (hereinafter referred to as "County,") through the Monroe County Board of County Commissioners ("BOCC"),

AND

Energy3, LLC, a Delaware limited liability company, whose corporate headquarters address is; 1997 Annapolis Exchange Parkway, Suite #300, Annapolis, MD 21401 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County currently collects Yard Waste from residents, businesses and government properties within the County for incineration and other disposal; and

WHEREAS, the County desires that its Yard Waste be processed for improved sustainability and for cost effectiveness reasons; and

WHEREAS, on July 29, 2014, the County issued a Request for Proposals ("RFP") for Yard Waste Processing Services for its Yard Waste; and

WHEREAS, on August 14, 2014, Contractor submitted a response to the RFP; and

WHEREAS, after evaluation of Contractor's proposal and other proposals, the selection committee unanimously ranked the Contractor's proposal as the highest scoring proposal; and

WHEREAS, on October 17, 2014, the BOCC authorized County staff to negotiate with Contractor for Yard Waste processing services, and continue to evaluate the Contractor's gasification proposal, and perform other due diligence duties on behalf of the County as part of the negotiation process;

WHEREAS, on December 10, 2014, the BOCC directed County staff to prepare an interim Agreement for interim Yard Waste processing services while the County continues its due diligence into the feasibility of the gasification services offered by the Contractor on a long term basis; and

WHEREAS, upon the completion of the County's due diligence process, if the County desires, the parties may enter into an Agreement for long term yard waste processing services at the proposed Gasification Plant; and

WHEREAS, the terms and conditions of this Agreement constitute an interim agreement between the County and the Contractor and provides for the Contractor to process the County's Yard Waste;

NOW, THEREFORE, in consideration of the above premises and the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, County and Contractor agree as follows:

1 ARTICLE 1 DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in Chapter 21 of the Monroe County Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.1 Acceptable Waste.

All Yard Waste.

1.2 Acceptance.

The receipt of physical custody by Contractor of Yard Waste delivered by County at the applicable Point of Delivery at any Transfer Station.

1.3 Administrator.

The administrator of the Public Works Department of the County or any other Person designated by County to perform similar responsibilities.

1.4 Affiliate.

With respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person.

1.5 Agreement.

This written document and all exhibits, attachments, and amendments hereto, between County and Contractor, as it may be amended in accordance with its terms.

1.6 Applicable Law.

All applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Government Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the foregoing of a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions.

1.7 **Approved Product.**

Any substance resulting from the processing of the Yard Waste and approved by County, including, but not limited to, all substances listed in Exhibit D.

1.8 **Atomic Waste.**

Any special nuclear material, by-product materials or other material, the acquisition, handling, use, transportation or disposal of which is specifically regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011, et. seq.

1.9 **Back-Up Facility.**

Any facility used by Contractor for processing of the Yard Waste other than the initial Processing Facility or Gasification Plant, the use of which produces only Approved Products.

1.10 **Biological Waste.**

Any substance that causes or has the capability of causing disease or infection and which includes biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

1.11 **Business Day.** Any day other than a Saturday or Sunday on which banks in Florida are open for business.

1.12 **Commencement Date.**

The date on which Contractor's must commence performance of its obligations under this Agreement. The date of commencement shall be the date specified in the Notice to Proceed to the Contractor.

1.13 **Contract Year.**

A period of time one calendar year in length and commencing on the Commencement Date and each anniversary of the Commencement Date during the Term.

1.14 **Contamination.**

Waste material that does not meet the definition of Yard Waste.

1.15 **County Representative**

The Person who is designated by the County Administrator to administer and monitor Contractor's performance under this Agreement.

1.16 **Delivery.**

The physical delivery by the County or its vendors or agents of Yard Waste to the Point of Delivery at any Transfer Station and Contractor's Acceptance of such Yard Waste.

1.17 **Disposal**.

The final disposition of Residue by the Contractor, at the Contractor's sole expense.

1.18 **Force Majeure**

An event or circumstances as described in Section 5.

1.19 **Gasification Plant.**

The facility proposed to be developed, constructed and operated by Contractor or an Affiliate of Contractor, which will be capable of processing Yard Waste and other waste materials into synthetic gas, electricity, fertilizer, fuels or other Approved Products, as described in Exhibit D.

1.20 **Governmental Authority**.

Any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation or any entity owned or controlled by any of the foregoing.

1.21 **Interim Processing Facility(s)**

The site(s) where the County has authorized the Contractor to process the County's yard waste for the term of the Interim Agreement. Such sites could include the New Hope waste-to-energy facility, the New Castle mulch and composting facility or other waste disposal facilities as mutually agreed to by the County and the Contractor.

1.22 **Hazardous Substance.**

Collectively (i) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601(4) & 9601(33); (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (iii) petroleum, including crude oil or any fraction thereof; (iv) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. Sec. 6921 et seq.; (v) any material defined as "hazardous waste" pursuant to 40 C.F.R. Parts 260 or 261; (vi) any solid waste defined as "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; (vii) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (viii) any substance, the presence of which causes or threatens to cause a nuisance at any real property (ix) unreaformaldehyde foam insulation; (x) asbestos and asbestos containing materials (whether friable or non-friable); (xi) any asbestos, polychlorinated biphenyl, radium or isomer of dioxin, or any material or thing containing or composed of such

substance or substances; or (xii) any material now defined as "hazardous material" pursuant to 49 C.F.R. §171.8, and (xiii) any material or substance defined as "hazardous waste" pursuant to Applicable Laws in Florida; in each case as amended or interpreted.

1.23 **Operator.**

The contracted operator of the County's transfer stations located at Cudjoe, Long Key and Key Largo.

1.24 **Party**.

Either Contractor or County, and their respective agents, authorized representatives, successors and permitted assignees.

1.25 **Parties**.

Contractor and County and their respective agents, authorized representatives, successors and permitted assignees.

1.26 **Permits**.

Any permit, license, consent, authorization, certificate, order, registration, or approval required from any Governmental Authority for the Contractor to perform its obligations under this Agreement.

1.27 **Person**.

Any individual, firm, company, association, organization, partnership, corporation, trust, Governmental Authority, limited liability company or other entity or organization.

1.28 Point **of Delivery**.

The Point of Delivery will be set forth in the Notice To Proceed. The location at any Transfer Station at which Yard Waste or other Acceptable Waste is physically delivered to Contractor and Contractor accepts title and risk of loss for such Yard Waste or Acceptable Waste.

1.29 **Processing**.

The act of composting, mulching, grinding, or otherwise loading and separating and converting Yard Waste into Approved Products.

1.30 **Prohibited Material**.

Any substance or material which (i) does not constitute Yard Waste or Acceptable Waste, or (ii) Contamination.

1.31 **Receiving Hours at Transfer Stations**

The Operator's operating hours at the County's transfer stations are 8:00 a.m. – 4:00 p.m. Monday through Saturday. The transfer stations are closed on Sundays, Thanksgiving Day, Christmas Day and New Year's Day.

1.32 **Residue**.

Ash, residue or other materials or substances remaining after Processing of Yard Waste or Acceptable Waste which is not an Approved Product.

1.33 **Site**.

One or more locations at which any Processing Facility is located.

1.34 **Solid Waste.**

Garbage, rubbish, refuse, special solid waste, bulk waste, yard waste or horticultural waste, industrial or commercial waste, or other discarded materials.

1.35 **Transfer Stations**.

The current waste transfer facilities owned by the County at Cudjoe Key, Long Key, and Key Largo and any additional locations designated by County and acceptable to Contractor.

1.36 **Yard Waste.**

Horticultural waste and other vegetative matter including, but not limited to, materials such as tree and shrub trimmings and prunings, grass clippings, mulch, palm fronds, tree stumps, logs, tree trunks, tree limbs, brush, right-of-way trimmings, landscaping or logging residues, slash, wood, wood products and any other woody or plant material.

1.37 **Processing Facility.**

Any facility at which Contractor provides or contracts for processing of Yard Waste or other Acceptable Waste as identified to County.

2 ARTICLE 2 TERM OF AGREEMENT.

2.1 **Term**.

(a) The Term of this Interim Yard Waste Processing Services Agreement is anticipated to commence on April 1, 2015, but the date of commencement shall be the date specified in the Notice To Proceed issued by the County and shall continue for a period of thirty (30) months, unless earlier terminated or extended in accordance with its terms.

(b) If County approval for long term Yard Waste Processing at the proposed Gasification Plant does not occur within the thirty (30) month term of this Agreement, the

County may elect to terminate this Interim Services Agreement upon six (6) months' written notice to Contractor.

(c) If the County approves a long term Yard Waste processing within the thirty (30) month term of this Agreement, it is understood that the Contractor will need approximately thirty (30) months to obtain permits and construct the Gasification Plant and thus the County agrees to extend this Interim Agreement for the period of time necessary for the completion of the proposed Gasification Plant.

(d) The County shall have the right to continue to conduct such due diligence with respect to the Gasification Plant as it deems necessary to assess the suitability of the Gasification Plant for processing of the Yard Waste and Acceptable Waste in accordance with the County's environmental objectives and statutory obligations of the County with respect to handling and disposal of solid wastes. Contractor will cooperate with the County's due diligence process. At the end of the due diligence period, County shall determine whether the Gasification Plant is acceptable for long term processing Yard Waste and Acceptable Waste. If the County decides that it does not approve the use of the Gasification Plant, this Agreement shall continue in effect for the Term, unless the County exercises its option to termination as set forth above.

3 ARTICLE 3 REPRESENTATIONS AND WARRANTIES; COVENANTS

3.1 Representations and Warranties.

By executing this Agreement, Contractor makes the following express representations and warranties to the County as of the date the Agreement is executed. Contractor is a limited liability company duly organized, and validly existing under the laws of Delaware and in good standing under the laws of the State of Florida. It is qualified to transact business in the State of Florida and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement. Contractor has the authority to enter into and perform its obligations under this Agreement. The members of Contractor have taken all actions required by Applicable Law and its organizational documents, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

3.2 Permits.

The Contractor, shall maintain all necessary licenses, permits or other authorizations necessary to act as Contractor for the performance of Contractor's obligations hereunder until the Contractor's duties hereunder have been fully satisfied. The Contractor agrees to comply with all permit requirements as it relates to the Contractor's use of the County owned Transfer Stations.

3.3 Documentation.

The Contractor shall prepare all documents required by this Agreement in such a manner that they are accurate and adequate for use in verifying work completed and shall be in conformity and comply with all Applicable Laws.

The Contractor warrants that the documents prepared pursuant to this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for payment by County. The Contractor warrants that the documents provided to the County will be in conformity and comply with all Department of Environmental Protection requirements.

3.4 **Compliance with Law**.

The Contractor's services shall be performed in accordance with the professional skill and care required of similarly situated service providers. Contractor represents that it has the expertise and professional and technical capability to perform all of its obligations under this Agreement and is ready, willing and able to so perform. In providing all services pursuant to this Agreement, the Contractor shall abide by all Applicable Laws including those now in effect and hereinafter adopted subject to the provisions of Section 17.

3.5 **Independent Contractor**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

3.6 **Financial Condition**

Contractor has made available to County certain information on its financial condition, and that of its Affiliates or Agents. Contractor recognizes that the County has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Agreement. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

4 ARTICLE 4 SCOPE OF SERVICES

The Contractor and/or its Affiliates will provide Yard Waste Processing Services during the Term of this Agreement including Yard Waste transfer, loading, processing, materials marketing services, and residue disposal (if necessary) for Yard Waste materials generated in the County and delivered to the three existing County-owned Transfer Stations. Other Transfer Stations may be added or substituted by the mutual agreement of the County and the Contractor.

The Contractor will be responsible for transferring the yard waste from each of the various Transfer Stations located throughout the County to the Contractor's Site(s). These services do not involve the initial collection of yard waste. The County's waste collectors will collect the yard waste and deliver it to the Transfer Stations, at the direction of the County. The Contractor according to its approved plan will haul Yard Waste (and other acceptable materials) from the Transfer Stations to the Contractor's

Site(s). The County's Operator who occupies the Transfer Station may offer to load the yard waste onto the Contractor's trucks for transport to the Contractor's site – for a fee to be negotiated by the Contractor. The Contractor may upon its sole discretion, choose to load the yard waste itself at the Transfer Stations. The County in collaboration with the transfer station Operator will provide all reasonable space and access at the County owned transfer stations necessary for the Contractor to process, load, and transfer the waste materials to the Contractor's processing and loading equipment and vehicles.

The County may permit, with prior approval, the use of technologies including composting, mulching, incineration (only outside of Monroe County) and gasification of the yard waste and any residues. The Contractor and its affiliates will also be responsible for the production and sales or disposal of its by-products such as mulch, compost, biogas, aggregate, recycled metals, renewable or nonrenewable energy, and residuals during the Interim Yard Waste Processing Services Agreement.

4.1 **County Collection, Delivery and Handling**.

4.1.1 **Collection**.

(a) **Collection.** County will collect, or cause its agents and collection contractors to collect, all Yard Waste created or generated within the County, at County's expense. County shall not allow the diversion of material amounts of Yard Waste by County or County residents or businesses to other Persons for disposal, and County acknowledges that Contractor's rights to receive all Yard Waste during the Term is exclusive, except in the instance the Contractor does not comply with the terms of this Interim Agreement or in an emergency.

(b) **Tonnage.** County shall use commercially reasonable efforts to provide a reasonably equivalent amount of Yard Waste to Transfer Stations each month, averaging, in the aggregate, 3500 tons per month by the end of this Interim Agreement. Contractor acknowledges that there may be more than slight variations in the amounts in years 1 and 2, seasonal variations in delivery amounts as well as additional volumes caused by storms or other unusual events, and it will work with County to address such circumstances. The County shall make every effort to provide the Contractor with 40,000 tons of yard waste per year, but is not bound to provide a minimum of 40,000 tons under this Interim Agreement.

4.1.2 **Delivery; Acceptance**. County or its agents and contractors will transport and deliver the Yard Waste to a Point of Delivery at any Transfer Station at County's expense for Delivery to Contractor. Yard Waste shall contain no Hazardous Materials and no more than three (3) percent of Prohibited Material or Contamination measured by weight. Contractor shall have the right to inspect all delivered Yard Waste prior to Acceptance for the presence of Hazardous Substances or excessive amounts of Prohibited Materials or Contamination. In the event Hazardous Substances or excessive amounts of Prohibited Materials or Contamination are detected in any portion of Yard Waste delivered by County, Contractor may redirect such contaminated Yard Waste and notify the County of such redirection and the location of disposal within 24 hours. The Contractor shall

provide documentation of the disposal of contaminated yard waste.

4.1.3 **Weighing**.

County shall weigh and register the Contractor's empty trucks and transport vehicles or shall weigh trucks or transport vehicles of Contractor arriving at any Transfer Station before loading with Yard Waste as appropriate. Once loaded, the County shall weigh each vehicle again and record the difference between the weights of empty and loaded vehicles.

4.1.4 **Transfer Station Operator.**

The County in collaboration with its Operator, and upon adjusting the use of the leased areas of the sites, shall make available sufficient room at the County owned Transfer Station for Contractor to perform such on-site processing, which may include grinding and loading of Yard Waste. The County acknowledges that it contracts for the operation of the Transfer Stations and will make modifications to the Operator's agreement as needed to ensure that Contractor has access to and use of the transfer stations for the performance of the Contractor's obligations under this Agreement. Contractor shall promptly notify County of any interference with Contractor's activities or access by a Transfer Station operator which adversely affects Contractor's performance of its obligations hereunder.

4.2 **Contractor's Processing Services**.

4.2.1 **Handling at Transfer Station**. The Contractor will provide Yard Waste Processing Services during this Interim Agreement for Yard Waste materials generated in the County and delivered to the three existing County-owned waste transfer stations by the County's collection vendors. Other Transfer Stations or sites may be added or substituted by the mutual agreement of the County and the Contractor. Contractor may, at its option, elect to grind or otherwise chip or process woody Yard Waste at the Transfer Station after Acceptance by Contractor to reduce volume for transport. The costs for use of grinders and similar equipment shall be the responsibility of Contractor.

4.2.2 **Loading**. Loading of Yard Waste Delivered to Contractor shall be the responsibility of Contractor. Contractor may contract separately for loading services, contract with a third party, or perform the loading services itself, in its discretion, if Contractor elects to have a third-party provide loading services, County shall not unreasonably withhold approval to allow such Person necessary access to the applicable Transfer Station to perform such services, subject to all - County approved transfer station operating hours, applicable laws and County safety and security requirements for the transfer stations. If the Contractor contracts with a third party, the third party will be considered the Contractor's agent, and Contractor is responsible for all acts or omissions of its agents. County shall make available, or cause any contractor of County operating the Transfer Station to make available, sufficient room and access to each Transfer Station necessary for Contractor to load

its transport vehicles as stated above in Section 4.1.4. Regardless of the method the Contractor selects for loading, the fee for interim processing to the County remains unchanged and as specified herein.

4.2.3 **Transport**. Contractor shall be responsible for transporting, or arranging for transport of, all Delivered Yard Waste to a Processing Facility during this Interim Agreement to a Processing Facility after the Commencement Date, at Contractor's expense. Subject to the provisions of Section 4.1.1 (b) and 4.1.2, Contractor shall use commercially reasonable efforts to transport Yard Waste from each Transport Station as sufficient volumes accumulate for efficient and economical processing and transport, and shall not allow the accumulation of Yard Waste at any Transfer Station in amounts that interfere with Transfer Station operations or cause safety concerns.

4.2.4 **Processing**. Contractor shall be responsible for processing of all Yard Waste at any Interim Processing Facility. Acceptable Processing Facilities shall include in or out of County composting or, mulching facilities and out of County gasification and incineration waste to energy facilities. The Contractor shall ensure that the recycling credits received for processing at these sites, as provided by Department of Environmental Protection, are acceptable to the County. The interim processing facilities include, but are not limited to:

New Hope biomass processing facility
(next to the Okeelanta Sugar Mill and Refinery)
8501 US HWY 27 South, South Bay, Florida

Oldcastle Lawn & Garden mulch processing facility
30075 Us Highway 27, Moore Haven, FL 33471

4.2.5 **Emergency Processing**. The Contractor may only use air curtain incinerators or landfills as a last option when needed to process larger volumes of Yard Waste delivered during peak seasons or as a result of storm events or infestations, and shall be approved by the County in advance at the request of the Contractor. The Contractor shall ensure that the recycling credits received for processing, as provided by the Department of Environmental Protection, are acceptable to the County.

4.2.6 **Approved Production; Residue**. Contractor shall be responsible for the marketing, sale or disposal of all Approved Products or Residue from processing activities, at Contractor's expense, and shall be entitled to all revenues or income received from the sale of any such Approved Products or Residue.

4.3 **Labor and Equipment**.

Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement. Contractor shall at all times have sufficient backup equipment and labor to fulfill Contractor's obligations. The enumeration of, and specification of requirements

for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others that may be required, whether enumerated or not. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities, or supervision shall be provided or paid to Contractor by County or by any service recipient except as expressly provided by this Agreement.

4.4 Vehicle Registration, Licensing and Inspection

All vehicles used by Contractor and its Affiliates or subcontractors in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the Florida Highway Patrol, the Florida Department of Motor Vehicles, and any other Applicable Laws or regulations. Contractor may be subject to administrative charges for not complying with all Applicable Laws for vehicle registration, licensing and inspection.

Contractor and its Affiliates shall maintain copies of all certificates and reports evidencing compliance with this Section 4.4, and shall make such certificates and reports available for inspection upon request by the County Representative. Contractor shall not use any vehicle to perform services under this Agreement that is not in compliance with Applicable Laws.

4.5 Reserve Equipment

Contractor shall have available to it, at all times, reserve Yard Waste processing equipment which can be put into service and operation as soon as practicable after any breakdown of primary equipment. Such reserve equipment shall be of sufficient size and capacity to perform the services required by this Agreement.

4.6 Personnel Requirements

4.6.1 General Manager Qualifications

Contractor shall have a qualified general manager or other individual with direct responsibility for performance of its services under this Agreement. Upon County request, Contractor shall provide a written description of its general manager's duties, responsibilities, and commitments to parties other than the County, including duties and responsibilities related to Contractor management activities, and other collection, processing or disposal operations. The written description shall be provided within fifteen (15) calendar days of the County's request.

4.6.2 Access to General Manager.

The general manager shall be readily available to the County Representative and the Administrator through the use of telecommunications equipment at all times that Contractor is providing services pursuant to this Agreement.

4.6.3 **Emergency Contact.**

Contractor shall provide the County Representative with emergency phone number(s) at which the general manager, and any other Contractor representative authorized to act on Contractor's behalf, can be reached outside of normal Contractor office hours. The emergency representative shall respond to any call from the County within one (1) hour.

4.6.4 **Other Personnel Qualifications.**

Contractor shall employ and assign qualified personnel to perform all services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all federal, state, and local laws applicable to their employment, responsibility, and position.

4.6.5 **Management and Supervision.**

Contractor shall at all times maintain a level of management and supervisory staffing sufficient to perform the services required by this Agreement. Upon County request, Contractor shall provide written identification of key management and supervisory personnel, and such additional related information as may reasonably be requested by the County, including but not limited to, organization chart(s), resumes, job descriptions, identification of current responsibilities, and allocation of time to responsibilities.

4.6.6 **Training.**

Contractor shall provide the initial and ongoing personnel training necessary or required to perform the requirements of this Agreement. Training includes, but may not be limited to, operational training, safety training programs, compliance with Applicable Laws, and other training.

4.6.7 **Office Hours**

Contractor and staff shall be available to County staff Monday through Friday from 8:30 AM to 5:00 PM, or as otherwise approved by the County Representative, except for legal holidays.

4.7 **Permits and Access.**

4.7.1 **Facility Permits and Licenses.**

Contractor shall be solely responsible for obtaining, at its own expense, any and all Permits, necessary for the transportation, processing, and transfer of materials Delivered to Contractor by County, and maintain same in full force and effect throughout the term of the Agreement.

4.7.2 **Proof of Permits.**

Contractor shall provide proof of such Permits, and shall demonstrate compliance with the terms and conditions of such Permits, upon the request of the County Representative.

4.7.3 **Compliance.**

Contractor shall at all times ensure that it is in compliance with all other Applicable Laws with respect to performance of its obligations hereunder.

4.7.4 **Facility Access.**

Contractor shall at all times, with reasonable verbal notice, provide the County Representative with access to any facilities engaged in providing Yard Waste processing services subject only to reasonable notice, safety and security requirements of any third party owner or operator of any such facility. Contractor may be subject to administrative charges for failing to provide access under this Section.

4.7.5 **Contractor's Loading Hours**

The Contractor will have access to the Transfer Stations and perform its Yard Waste processing and loading responsibilities during the hours of: 4:00 AM to 8:00 AM Monday through Saturday, except on Holidays. This Schedule is being used to mitigate interference with the Operator's operations at the County's Transfer Stations, whose operating hours are 8:00 a.m. – 4:00 p.m. Monday through Saturday. The transfer stations are closed on Sundays, Thanksgiving Day, Christmas Day and New Year's Day. Actual hours of Yard Waste pick up and transport operations will be detailed and agreed to mutually by the Administrator and Contractor based on availability of County staff and dependent upon anticipated volumes of Yard Waste presented to the various Transfer Stations. The Administrator shall be able to adjust the loading hours by mutual agreement of the parties.

4.7.5 **Processing Facility Capacity**

Contractor shall provide, at one or more Processing Facilities, capacity adequate for processing all Yard Waste Accepted by Contractor pursuant to this Agreement.

4.7.6 **Holiday Service.**

The County Transfer Stations observe Thanksgiving, Christmas and New Year's. Contractor shall not be required to provide Yard Waste processing services on these designated holidays.

4.8 **Ownership of Material**

Title to and risk of loss for Yard Waste shall pass to Contractor when the Contractor

accepts the conforming Yard Waste at any Transfer Station pursuant to Section 4.1.2.

4.9 **Litter Abatement**

Contractor shall not litter in the process of providing the services required by this Agreement. Contractor shall transport or cause the transport of all Yard Waste and Residue in such a manner as to reasonably prevent the spilling or blowing of such waste from Contractor's vehicles. Contractor agrees to clean up litter at the Transfer Stations within two (2) days of County inspection and sending notice to the Contractor. Notice may be given by telephone or electronic mail ("email").

4.10 **Disposal of Residue**

Contractor shall properly dispose of any and all Residue created at any Processing Facility at the sole expense of the Contractor. If Contractor disposes of Hazardous Materials or Prohibited Materials for County, the material handling and disposal will be subject to reimbursement by County in accordance with a schedule of fees as agreed by the County and Contractor.

4.11 **Approved Products**

4.11.1 Contractor shall ensure that all Yard Waste Accepted pursuant to this Agreement is processed only into the Approved Products listed in ***Exhibit D.*** In the event additional products of the Processing Facility are identified by Contractor, Contractor may make written request to add such additional products as "Approved Products" to the Administrator. However, Contractor may not process, or allow processing of, Yard Waste into any such additional products unless these products are approved by the Administrator in writing.

4.11.2 **Approved Products Records**

Contractor shall maintain such records as are necessary and sufficient to verify that Yard Waste processed pursuant to this Agreement is processed into Approved Products.

4.12 **Emergency Service**

The Contractor has established a program to identify and manage yard waste which requires emergency management and handling, such as larger than normal amounts received during a storm event. In the event emergency waste is received at a Transfer Station in quantities which require special management and handling, the County shall notify the Contractor that possible emergency handling of such waste is required. If emergency handling of such waste is reasonably and mutually deemed by the County and the Contractor, the generator or transporter of such waste may be charged a handling and disposal fee negotiated between the County and the Contractor, if mutually agreed by the parties. In the event the County and the Contractor are unable to agree on fees, the matter shall be submitted to the County Administrator or his or her designee for final determination. The County may elect to use other contractors for the removal, transport and processing of emergency storm waste.

Article 5 Force Majeure

5.1 The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, that, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to flood, earthquake, hurricane, tropical storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. The performance of each Party under this Agreement may be subject to interruptions or reductions due to an event of Force Majeure. In this instance this will include the suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any permit, license, consent, authorization, services, access or approval essential to the design, construction, start-up, acceptance testing or operation or maintenance of the facility or the disposal site except any permit, license, consent or authorization for the Contractor's proprietary technology required for the facility of the disposal site, provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party, a partial or entire delay or failure in the provision of necessary utilities or services to the facility. With respect to the Contractor, any material failure of the County, its representatives or other parties retained by the County, including vendors and contractors of any tier (except the Contractor), to provide information, services, or any of the other items to be furnished by the County, in a timely manner and as required by this Agreement, or material errors, omissions, changes or defects in such items.

5.2 **Remedial Action**.

A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of a Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.

5.3 **Exclusions from Definition of Force Majeure**. Notwithstanding anything in this Agreement to the contrary, "Force Majeure" shall not mean:

(a) General inclement weather normally experienced within the County or in the vicinity of the transfer station or processing facility and affecting operation of a Transfer Station or Processing Facility.

(b) Changes in market conditions, governmental action, or weather conditions that affect the cost of any Party's performance, except as expressly set forth herein.

(c) Unavailability of equipment, repairs or spare parts, except to the extent due to a qualifying event of Force Majeure.

(d) Any mechanical or equipment breakdown or other or events or conditions attributable to normal wear and tear or flaws or failure to operate or maintain such component in accordance with manufacturer's requirements, unless such event is caused by a qualifying event of Force Majeure.

5.4 **Notice**.

In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, within forty eight (48) hours or as soon as practical after the occurrence or the Party's knowledge of the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

5.5 **Subcontractors**.

Contractor shall be entitled to use qualified subcontractors listed herein to perform any of its obligations under this Agreement, provided that the use of subcontractors shall not relieve Contractor of its liability for such obligations. The Contractor may submit future subcontractors for approval to the County, and such approval shall not be unreasonably withheld by the County.

5.6 **Existing Environmental Liability**.

Contractor shall have no liability or responsibility for any existing violation of any Applicable Laws with respect to any Transfer Station or County's collection and handling of Yard Waste or Acceptable Waste prior to its Delivery to Contractor, including, but not limited to (i) any existing Hazardous Substances at any Transfer Station, or the future use, release, handling or disposal of Hazardous Substances by any Person other than Contractor and its agents and subcontractors at any Transfer Station; (ii) any Hazardous Substances present in the Yard Waste or Acceptable Waste or their handling, release or disposal; or (iv) compliance of any Transfer Station with any other Applicable Laws relating to the natural environment or human health or safety.

6 ARTICLE 6 NOTICES

All written correspondence to the County shall be dated and signed by an authorized representative of the Contractor. Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the County by certified mail, return receipt requested, to the following:

Mr. Kevin Wilson
Solid Waste Department
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040
Wilson-kevin@monroecounty-fl.gov

And: Mr. Roman Gastesi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040
Gastesi-roman@monroecounty-fl.gov

Ms. Rhonda Haag
Monroe County
102050 Overseas Highway, Ste. 2-240
Key Largo, FL 33037
Haag-rhonda@monroecounty-fl.gov

With a copy to:
Mr. Bob Shillinger
Monroe County Attorney
1111 12th Street, Suite 408
Key West, Florida, 33040
Shillinger-Bob@MonroeCounty-FL.Gov

For the Contractor:

Mike Lent
Energy3, LLC
1997 Annapolis Exchange Pkwy
Suite #300
Annapolis, MD 21401
MJLent@energy-three.com

With a copy to:
Chuck Work
Energy3, LLC
1997 Annapolis Exchange Pkwy
Suite #300
Annapolis, MD 21401
charles.r.work@gmail.com

Jeffrey C. Paulson
Paulson Law Office, Ltd.
7301 Ohms Lane
Suite 325
Edina, MN 55439

7 ARTICLE 7 ADDITIONAL SERVICES

7.1 "Additional Services" are services not included in the scope of Contractor's services under this Agreement. Should the County require Additional Services they shall be paid for by the County at rates or fees negotiated at the time when services are required, but only if approved by the County and Contractor before commencement. County shall request the proposed services from Contractor and the Contractor shall

respond with a fee proposal to perform the requested services. Only after an amendment to the Agreement is executed by both Parties reflecting the Additional Services and a notice to proceed is received by Contractor from the County, shall the Contractor proceed with the Additional Services.

8 ARTICLE 8 COUNTY'S RESPONSIBILITIES

8.1 The County shall provide information upon request regarding requirements for the Contractor's performance of its obligations under this Agreement.

8.2 The County shall designate a representative to act on the County's behalf with respect to the Agreement. The County or its representative shall render decisions in a timely manner pertaining to requests submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential performance of the Contractor's services.

8.3 Prompt written notice shall be given by the County through its representative to the Contractor if it becomes aware of any fault or defect in the Contractor's performance of the Agreement. Written notice shall be deemed to have been duly served if sent pursuant to Article 6.

8.4 The County shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly performance of the Contractor's services.

8.5 County agrees to reasonably cooperate with Contractor in any applications that Contractor is making for tax credits, grants or financial assistance as described in Section 4.16, at Contractor's expense. County's obligation shall consist only of providing nonproprietary information in its possession, custody or control necessary to complete any such applications, responding to requests from the relevant Government Authorities, and similar activities.

9 ARTICLE 9 INDEMNIFICATION AND HOLD HARMLESS

9.1 The Contractor covenants and agrees to indemnify and hold harmless County/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor, subcontractor(s) and other persons employed or utilized by the Contractor in the performance of the contract.

9.2 The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that he shall hold the County harmless and shall indemnify him from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

9.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify County from any and all increased expenses resulting from such delays. Should any claims be asserted against County by Contractor the Contractor agrees and warrants that Contractor hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claims or action on the county's behalf.

9.4 Contractor and the County hereby waive any and every claim for recovery from the other and from any substitute subcontractors for any and all loss or damage to each other resulting from the performance of this Agreement, which is covered by valid and collectible insurance policies, but only to the extent to which such loss or damage is actually recovered under such insurance policies.

9.5 There are no warranties or guarantees of the Contractor which extend beyond those expressed in this Agreement, and the Contractor disclaims and the County waives any implied warranties or warranties imposed by law including warranties or merchantability warranties of fitness for a particular purpose, and custom and image.

9.6 This indemnification shall survive the expiration or early termination of the Agreement.

10 ARTICLE 10 PERSONNEL

The Contractor shall assign only qualified personnel to perform any obligations under this Agreement and as set forth in Section 4.6.

11 ARTICLE 11 COMPENSATION

11.1 Interim Processing Rate.

During the Interim Processing Term, the County shall pay Contractor $79.50 per ton of Yard Waste Accepted by Contractor for processing at the Points of Delivery. This rate shall be adjusted to reflect annual changes in the U.S. Consumer Price Index as specified in Exhibit C, effective beginning October 1, 2016. Payments may also include additional services as directed by the County and agreed to by the Contractor.

11.2 Agreement Amount

The COUNTY shall pay the Contractor in current annual funds for the Contractor's performance of this Agreement. Funding for years 1-2.5 are estimated as follows, which includes the estimated CPI (2.5%) as allowed and specified herein:

Year 1 $2,385 Million - $3.180 Million
Year 2 $2,444 Million - $3,259 Million
Year 3 (half year) $1.252 Million – $1.670 Million

Total Estimated Amount: $6.081 Million - $8.109 Million

These numbers represent estimated numbers only, and are based on estimated quantities of materials and CPI increases. Actual annual CPI increases will be determined as described in **Exhibit C.** Actual numbers are expected to vary. These estimates are not meant as a minimum or maximum amount to be guaranteed under this Agreement on behalf of either the County or the Contractor.

11.3 **Adjustment for Volume Distribution**.

The rate set forth in Section 11.1 is based on the estimates that (i) Yard Waste delivered each Contract Year will range approximately 30,000 to 40,000 tons in the aggregate and (ii) the distribution of Yard Waste will be approximately 50% tons from the Lower Keys, - 20% tons from the Middle Keys and 30%from the Upper Keys. In the event that the amount of Yard Waste delivered to Contractor from the Middle or Lower Keys in any given Contract Year exceeds 25% each respectively, the price per ton for all such Yard Waste in excess of the 25% shall be adjusted based on the additional transportation Contractor's expenses, as mutually agreed by both Parties.

11.4 **Payment Sum**

The County shall pay the Contractor in current funds for the Contractor's performance of this Agreement based on rates shown in *Exhibit A* as adjusted pursuant to Section 11.1, and the payments shall, in the aggregate, along with County's performance of its other obligations under this Agreement, be full consideration for Contractor's performance of its obligations hereunder.

11.5 **Payments**

Contractor shall be paid twice monthly. Payment will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, unless otherwise expressly provided herein.

As a condition precedent for any payment due under this Agreement, the Contractor shall submit on the 1st and 15th of each month, unless otherwise agreed in writing by the County, an invoice to County requesting payment for services rendered and reimbursable expenses due hereunder. The Contractor's invoice shall describe with reasonable particularity the services rendered. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may reasonably require.

11.6 **Budget**

11.6.1 The County will seek approval in its annual budget request from the BOCC, funding sufficient to cover the anticipated Interim Yard Waste Disposal Services Agreement fees.

11.6.2 The Contractor may not be entitled to receive, and the County is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by County's Board of County

Commissioners. The budgeted amount may only be modified by an affirmative act of the County's Board of County Commissioners.

11.6.3 The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

11.6.4 Payments shall be due to Contractor within thirty (30) days after County's receipt of each required invoice from Contractor.

11.6.5 Overdue Payments shall be made according to the Prompt Payment Act Provisions

11.7 **Wire Transfer**. County shall attempt to make payment of bills via wire transfer of funds or ACH if timely requested in writing by Contractor, at Contractor's sole expense, if the request contains adequate payment information. County shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Contractor (for example, name, financial institution, account numbers, and payee) is accurate. In no event will County be required to pay any bill more than once when the invoice was first paid in accordance with Contractor's instructions.

11.8 County Non-performance.

If during any Billing Period due to the fault of the County, the Facility is temporarily shut down, either partially or totally, or is otherwise unable to receive or Process Acceptable Waste, the Contractor shall use its best efforts to receive, Process and/or dispose of Acceptable Waste to the extent possible, and the County shall pay such costs as shall be claimed by the Operator, subject to Cost Substantiation. During such events, the Operator shall use its best efforts to reduce expenses and mitigate losses during a period of non-operation or partial operationdue to the County's fault.

12 ARTICLE 12 INSURANCE

12.1 The Contractor shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

12.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to conduct business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days' notice to the County prior to any cancellation of said coverage

12.3 Contractor shall obtain and maintain the following policies:

A. **Workers' Compensation** insurance as required by the State of Florida, sufficient to satisfy the requirements of Florida Statutes Chapter 440.

B. **Employers Liability Insurance** with limits of $1,000,000 per Accident, $1,000,000 Disease, policy limits, $1,000,000 Disease each employee.

C. **Comprehensive business automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars ($1,000,000.00) combined single limit and One Million Dollars ($1,000,000.00) annual aggregate.

D. **Commercial general liability,** including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Contractor or any of its employees, agents or Affiliates or subcontractors, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with One Million Dollars ($1,000,000) per occurrence and annual aggregate.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

E. **Professional Liability Insurance** of One Million Dollars ($1,000,000) per occurrence and Two Million dollars ($2,000,000) annual aggregate. If the policy is a "claims made" policy, the Contractor shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in chapter 95 of the Florida Statutes.

F. County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. Contractor shall require its subcontractors (including Affiliates) to be insured at least to the limits prescribed above, and to any increased limits of Contractor if so agreed during the term of this Agreement. County will not pay for increased limits of insurance for Affiliates.

H. Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

I. If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the COUNTY.

13 ARTICLE 13 REPORTING REQUIREMENTS.

13.1 Reports.

13.1.1 General.

Contractor shall provide, at a minimum, a monthly report following the Commencement Date. The contents of these reports shall be mutually agreed by Contractor and the County Representative.

13.2 Summary of Monthly, Quarterly, and Annual Reporting Requirements.

13.2.1 Operational Data.

The following table identifies the operational data the Contractor shall routinely submit.

Operational Data	Monthly	Quarterly	Annual
Tons Delivered	X		
Tons Redirected	X		
Tons Accepted	X		
Tons Processed	X		
Tons of Residue Disposed and Name of Disposal Facility(ies) Used	X		
% of Tonnage Allocation Used	X		
Significant Events		X	

13.2.2 Financial Information.

The following table identifies the financial information the Contractor shall routinely submit.

Financial Information	Monthly	Quarterly	Annual
Amount billed to County*	X		
County fees or payments (if any)* due	X		
County past due amount		X	
Audited Financial Statements**			X

*Invoices will be presented to and paid by the County twice monthly
** Excluding proprietary information. Proprietary information shall be visually shown to Contractor Administrator for verification purposes only.

13.2.3 Monthly Reports.

13.2.3.1 **Tons Delivered, Redirected, Accepted, and Processed.** The tons Delivered, Accepted, and Processed shall be calculated using daily Tonnage reports from the scale house data management system. Tons Accepted shall be

calculated as the tons Delivered less tons Redirected. Tons Accepted shall be separately treated as Tons Accepted on a conditional basis subject to redirection if Contamination is above three percent (3%).

13.2.3.2 **Tons of Residue Disposed**. The tons of Residue disposed shall be the tonnage determined in accordance with procedures described in Article 7.

13.2.3.3 **County fees or payments (if any) due to County**. If the Contractor owes the County fees or administrative charges, the Contractor shall itemize each fee or payment due for the most-recently completed month.

13.2.4 **Quarterly Reports**.

13.2.4.1 **Significant Events**. Contractor shall discuss any significant events that have impacted or will impact Contractor and/or any Processing Facility currently being utilized, including, but not limited to, operational changes related to receipt, Acceptance, Processing, Residue disposal, Hazardous Materials, and notices of violations. Contractor shall describe the potential consequences of such events and plans to mitigate such consequences. Notice of violations shall be immediately reported to the County.

13.2.5 **Annual Reports**.

13.2.5.1 **Summary of Monthly Data**. Annual reports shall include a summary report that presents all monthly data required by the monthly reporting requirements and shall include an annual total for each item reported.

13.2.5.2 **Audited Financial Statements**. Within one hundred twenty (120) calendar days after the close of Contractor's fiscal year, Contractor shall deliver to the County two (2) copies of the audited consolidated financial statements and profit and loss statements of Contractor for the preceding fiscal year. Financial statements shall include a supplemental combining schedule showing Contractor's non-proprietary results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operation and Contractor's financial condition. Annual financial statements shall be audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a Certified Public Accountant (CPA) who is a member of the American institute of Certified Public Accountants (AICPA) licensed (in good standing) to practice public accounting, and provide that the CPA opinion on Contractor's annual financial statements shall be unqualified, and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

13.3 **Report Format**.

Contractor shall provide records to the County using an electronic format approved by

the County Representative. The reports may be sent electronic mail ("e- mail"), or if e-mail is not feasible, through an alternate electronic medium that is compatible with the County's software and computer systems.

13.4 **Report Submittal.**

Contractor shall submit the following reports in accordance with the deadlines set forth below.

13.4.1 **Monthly Report.**

Contractor shall submit monthly reports to the County on or before the last day of the calendar month immediately following the monthly period covered by the report.

13.4.2 **Quarterly Report.**

Contractor shall submit quarterly reports within thirty (30) days of the end of the previous calendar quarter.

13.4.3 **Annual Report.**

Contractor shall submit annual reports on or before 1 year after the commencement date for the services provided in the previous calendar year. The final annual report covering the last six months of service shall be submitted Thirty (30) days following termination of the Agreement.

13.4.4 **Submittal Day Exceptions.**

If the last day of the month falls on a Saturday, Sunday or a designated holiday under this Agreement, the report is due on the next calendar day.

13.4.5 **Submittal to County.**

All reports shall be submitted to the County Representative.

13.4.6 **Late, Inaccurate, Incomplete Reports.**

Reports that are not filed by the due date or are incomplete or inaccurate are delinquent. Contractor shall submit a corrected report within thirty (30) calendar days of written notice from the County. Administrative charges may be imposed on Contractor for a late report, or failure to correct an inaccurate or incomplete report.

13.4.7 **On-Request Reports.**

Contractor shall maintain current information regarding key personnel; vehicle inventory; composting data; all applicable Permits; and tonnage for materials Delivered, Redirected, Processed, and Disposed.

14 ARTICLE 14 FINANCIAL ASSURANCE OF PERFORMANCE

14.1 Performance Bond.

Contractor shall furnish to the County Clerk, and keep current, a Performance Bond substantially in a form substantially as set forth in **Exhibit E**, Form of Performance Bond, for the performance of this Agreement and all of Contractor's obligations arising hereunder in an amount and term as follows:

From ten (10) calendar days from the Effective Date through sixty (60) days after the expiration of the Term or until County issues a written release, whichever is earlier, in an amount of $795,000, which is an amount equal to 25% of the CONTRACTOR's estimated annual processing fee.

14.2 Licensed Surety.

The Performance Bond shall be issued by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poor's and included on the list of surety companies approved by the Treasurer of the United States. If the Performance Bond is shorter than the term of this Agreement, Contractor shall submit proof of renewal or extension at least thirty (30) calendar days prior to the Performance Bond expiration date.

14.3 Alternative Security.

Contractor may request, and County may allow Contractor to provide the following alternative security for the performance of this Agreement in the same amount and term as specified for the Performance Bond in the form of: (a) a prepaid irrevocable standby letter of credit from a financial institution satisfactory to the Administrator, which authorizes the County to withdraw funds in the event of a default under this Agreement and approved as to form by the County Attorney; or (b) a certificate of deposit or other escrowed funds subject to an escrow agreement in favor of the County with a financial institution satisfactory to the Administrator.

In the event alternative security is approved by the County, Contractor shall notify the County Representative within three (3) calendar days of any change in status. County may periodically request verification from the financial institution that issued the letter of credit regarding the status of the letter of credit. If the letter of credit is no longer in full effect, Contractor must cure the defect within five (5) Business Days. Failure to cure within this period may subject the Contractor to administrative charges.

14.4 Use of Security.

In addition to any other remedy available to it, County may draw against the Performance Bond or alternative security to satisfy any undisputed obligations of Contractor to County arising under this Agreement that Contractor has not otherwise paid when due, after any required notice and opportunity to cure. Any failure to draw upon the Performance Bond or alternative security for amounts due to County shall not prejudice County's rights to recover such amounts in any other manner or at any other time. In the event the amount of the Performance Bond or alternative security shall be insufficient to pay any amount due to County in full (and Contractor has not otherwise

paid such amount), Contractor shall replenish the Performance Bond or alternative security to its full amount within thirty (30) days. In the event Contractor fails to replenish the Performance Bond or alternative security and pay the applicable amount promptly when due, County shall have the right to terminate the Agreement in accordance with Section 16.3.

15 ARTICLE 15 MISCELLANEOUS

15.1 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.

15.2 Ownership Of Documents

Any documents prepared by the Contractor for this Agreement belong to the Contractor and, with the exception of proprietary documents, may be reproduced and copied by the County for internal use only without acknowledgement or permission of the Contractor.

15.3 Successors And Assigns

The Contractor shall not assign its obligations under this agreement, except in writing and with the prior written approval of the BOCC and the Contractor, which approval shall be subject to such conditions and provisions as the BOCC may deem reasonably necessary. This paragraph shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Agreement. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

15.4 No Third Party Beneficiaries

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other Person not a Party or give rise to a cause of action in favor of any Person not a Party.

16 TERMINATION FOR DEFAULT

16.1 The following shall each constitute an Event of Default by Contractor:

a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any

state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

b. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

c. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of contractor, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

d. Contractor has defaulted, by failing or refusing to pay in a timely manner the administrative charges, or other monies due county, and said default is not cured within thirty (30) calendar days of receipt of written notice by County to do so; or

e. Contractor has defaulted by allowing any final judgment for the payment of substantial money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by County to do so.

f. In the event that the monies due County under Section 17.1.1.4 above or an unsatisfied final judgment under Section 17.1.1.5 above is the subject of a judicial proceeding, Contractor shall not be in default if the sum of money is bonded. All bonds shall be in a form acceptable to the County Attorney; or

g. Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the County Representative relative thereto and said default is not cured within thirty (30) calendar days of receipt of written notice from County to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of written demand from County to do so, Contractor fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

i. Contractor has failed or refused to perform Yard Waste Processing Services for a period of more than two (2) calendar days, and Contractor has not cured the default within ten (10) calendar days from written notification by County. The County is not required to provide Contractor with an opportunity to

cure if the Contractor had 4 incidents within the previous twelve (12) months of failing or refusing to perform Yard Waste Processing Services for a period of more than two (2) calendar days.

16.2 The following shall each be an Event of Default by County:

(a) County directs any material amount of Yard Waste, or Acceptable Waste dedicated to Contractor exclusively, except when the Contractor not in compliance with the terms of this agreement or in an emergency to any other Person during the Term, or fails to deliver Yard Waste to Contractor as required hereunder.

(b) County fails to make any payment due to Contractor under this Agreement within ten (10) Business Days after such amount is due.

(c) County breaches any curable, non-monetary, material obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notification from Contractor of the breach.

(d) Any other material breach of this Agreement not specifically enumerated, that is not cured within thirty (30) days after County received written notification of default from Contractor.

16.3 **Termination Upon Default**.

16.3.1 In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Sections 16.1 or 16.2, as applicable, or upon the occurrence of an incurable Event of Default, the non-defaulting Party may terminate this Agreement by notifying the defaulting Party in writing of its decision to terminate and the effective date of the termination.

16.3.2 Upon termination of this Agreement by County due to an Event of Default by Contractor pursuant to Section 16.3.1, County shall have no future or further obligation to provide Yard Waste or Acceptable Waste to Contractor or to make any payment whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination. Upon termination of this Agreement by Contractor due to an Event of Default by County pursuant to Section 16.3.1, Contractor shall have no future or further obligation to accept or process Yard Waste or Acceptable Waste from County or to satisfy any other obligation of this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination. After the effective date of termination, this Agreement shall not be construed to provide any residual value to either Party or any successor or any other Person, for rights to, use of, or benefits from the Yard Waste, Acceptable Waste or Gasification Plant.

16.3.3 Notwithstanding any provisions in this Agreement to the contrary, upon the occurrence of an Event of Default by Contractor, County shall provide notice of the Event of Default to each Financier for which an address or other contact information has been provided to County by Contractor.

16.3.4 If an Event of Default by Contractor will require more than the prescribed cure period to cure, and Contractor is diligently pursuing a cure, as reasonably demonstrated to County, then the applicable cure period shall be extended up to an additional ninety (90) days as long as Contractor is diligently pursuing the cure. This provision shall not apply to payment defaults.

16.3.5 If the Parties are engaged in a dispute as to whether an Event of Default has occurred or whether a Party has the right to terminate this Agreement, and the Parties are handling the dispute through the procedures established in this Agreement, the Party claiming the Event of Default or the right to terminate shall not be entitled to terminate this Agreement until a final ruling is received from the applicable court or unless agreed to by the Parties.

16.4 **Other Damages**.

(a) For all claims, causes of action and damages the Parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Sections 16.1 and 16.2, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 16.3.1, shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

(b) Except as otherwise specifically and expressly provided in this Agreement, no Party shall be liable to the other Party under this Agreement for any indirect, special, punitive, exemplary, incidental or consequential damages, including, without limitation, loss of use, loss of revenues, loss of profit, interest charges, cost of capital, or claims of customers to which service is made, whether arising under statute or in tort or contract.

16.5 **Termination Cumulative**

Each Party's right to terminate this Agreement is in addition to any other rights and remedies provided by Applicable Laws or by this Agreement.

16.6 **Transition**.

(a) In the event of a termination of this Agreement by Contractor for default by County or due to a change of law making performance impossible or uneconomic as described in Section 17.3, Contractor shall be entitled to cease performing services under the Agreement upon the effective date of termination, including termination of subcontracts, and may recover its equipment from Transfer Stations without interference by County or its contractors or agents. Contractor shall cooperate with County in any transition to a new services provider, but shall not be obligated to incur any material costs in assisting such a transition.

(b) In the event of a termination of this Agreement by the County due to an Event of Default by the Contractor that is not cured by the Performance Bond or alternative security, Contractor shall complete any work necessary to facilitate the transfer of

Contractor's responsibilities to another contractor and cooperate with County's establishment of a new contract or other means of performing the services previously performed by Contractor. County shall have the right to separately contract with any subcontractor of Contractor for services, or may request that Contractor assign one or more subcontracts to County. Any such assignment will be subject to approval by the applicable subcontractor and County's assumption of all Contractors' obligations of the applicable subcontract.

16.7 **Violations.**

Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that Contractor's record of performance show that Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of the County Administrator and regardless of whether CONTRACTOR has corrected each individual condition of default, Contractor shall be deemed a "habitual violator", shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County Manager shall thereupon issue Contractor a final warning citing the circumstances therefore, and any single default by contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the County Manager may terminate this Agreement upon giving of written final notice to Contractor, such termination to be effective upon the date specified in the County Manager's written notice to Contractor. Upon such termination, all contractual fees due hereunder plus any and all charges and interest, if any, shall be payable to the date of termination, and Contractor shall have no further rights hereunder. Immediately upon the specified date in such final notice, Contractor shall cease any further performance of services under this Agreement.

16.8 Effective Date of Termination.

In the event of the aforesaid events specified in Sections 16.1 and 16.2 above, and except as otherwise provided in said Sections, termination shall be effective upon the date specified in the County's written notice to Contractor and upon said date, this Agreement shall be deemed immediately terminated and upon such termination, all liability of County under this Agreement to Contractor, other than the payment of moneys due, shall cease and County shall have the right to call the performance bond or other form of financial assurances and shall be free to negotiate with other contractors for the performance of the services specified in this Agreement. In the event of Contractor's failure to perform, Contractor shall reimburse County for all direct and indirect costs incurred by County in providing interim services.

16.9 Immediate Termination.

The County may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to provide and maintain the

Performance Bond or other form of financial assurances as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, Contractor fails to provide the proof of insurance as required by this Agreement, or Contractor offers or gives any gift prohibited by law.

16.10 Termination Cumulative.

County's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

17 ARTICLE 17 CHANGE IN LAW.

17.1 County shall provide written notice to Contractor of any planned amendment to Chapter 21, or to other applicable chapters of the Monroe County Code that would substantially affect the performance of Contractor's services pursuant to the Agreement. Except in the case of an amendment determined by the County BOCC to be an urgency measure, such notice shall be provided at least sixty (60) calendar days prior to the County BOCC's approval of such an amendment.

17.2 County and Contractor understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the performance of their obligations due to change in law. When such modifications are made to this Agreement, County and Contractor shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Article. Neither County nor Contractor shall unreasonably withhold agreement to such compensation adjustment.

17.3 If a change in law makes Contractor's performance of any material portion of this Agreement impossible (without violating the law) or uneconomic, and the Parties fail to negotiate an amendment which resolves the legal or economic barriers to Contractor's continued performance, Contractor may, upon thirty (30) days' notice to County, terminate this Agreement.

18 ARTICLE 18 CONTRACT DOCUMENTS.

This contract consists of the Request for Proposals, any addenda, this Form of Agreement, the CONTRACTOR'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and Exhibits, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONTRACTOR will control.

19 ARTICLE 19 OWNERSHIP OF WRITTEN MATERIALS.

Subject to Chapter 119, Florida Statutes, all reports, documents, or other materials developed by Contractor or any other person engaged by Contractor in connection with the services to be performed under this Agreement shall be and shall remain the property of the Contractor and with the exception of materials proprietary to County without limitation or restrictions on the use of such materials.

20 ARTICLE 20 PUBLIC ENTITIES CRIMES.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

Contractor will promptly notify the County if it or any subcontractor or subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

21 ARTICLE 21 MAINTENANCE OF RECORDS.

Contractor 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 five years from 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 four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor, shall repay the applicable monies together with interest calculated pursuant to Sec. 55.03 of the Florida Statutes, running from the date the monies were paid by the County.

22 ARTICLE 22 GOVERNING LAW. VENUE. INTERPRETATION. COSTS. AND FEES.

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, County and Contractor agree that venue shall lie in the 16th Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

23 ARTICLE 23 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. The County and Contractor agree to negotiate an amendment to the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

24 ATTORNEY'S FEES AND COSTS

The County and Contractor agree that in the event any cause of action or administrative 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 attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

25 ARTICLE 25 BINDING EFFECT.

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

26 ARTICLE 26 AUTHORITY.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and company action, as required by law.

27 ARTICLE 27 CLAIMS FOR FEDERAL OR STATE AID.

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek,

and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

28 ARTICLE 28 ADJUDICATION OF DISPUTES OR DISAGREEMENTS.

County and Contractor 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 no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. 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. This provision does not negate or waive the provisions of paragraph 16.3 concerning termination or cancellation. Each Party agrees to continue to perform its obligations under the Agreement during the pendency of any dispute or related dispute resolution proceeding.

29 ARTICLE 29 COOPERATION.

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

30 ARTICLE 30 NONDISCRIMINATION.

Contractor and County 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. Contractor or County agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination in employment. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 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 s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 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, ss. 523 and 527 (42 USC ss. 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 s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 8) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability;

9) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 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.

31 ARTICLE 31 COVENANT OF NO INTEREST.

Contractor and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

32 ARTICLE 32 CODE OF ETHICS.

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

33 ARTICLE 33 NO SOLICITATION/PAYMENT.

The Contractor and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any Person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

34 ARTICLE 34 PUBLIC ACCESS.

The Contractor and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor and County in connection with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all applicable 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 Monroe County in order to perform the service.

(b) Provide the public with access to public records on the terms and conditions that Monroe County 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, at no cost, to Monroe County all public records in possession of the Contractor upon termination of the 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

35 ARTICLE 35 NON-WAIVER OF IMMUNITY.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

36 ARTICLE 36 PRIVILEGES AND IMMUNITIES.

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

37 ARTICLE 37 LEGAL OBLIGATIONS AND RESPONSIBILITIES.

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, and other Applicable Laws.

38 ARTICLE 38 NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder. , and the Contractor and the County agree that neither the Contractor nor the County or any agent, officer, or employee of either 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.

39 ARTICLE 39 ATTESTATIONS AND TRUTH IN NEGOTIATION.

Contractor agrees to execute such documents as County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by Contractor shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

40 ARTICLE 40 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

41 ARTICLE 41 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: Amy Heavilin, Clerk

By: _____
Deputy Clerk

Date: February 11th 2015

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)

Attest:

BY: Megha MS Canter

Title: Notary

ENERGY 3, LLC,
a Delaware limited liability company

By: _____

Title: CEO Energy 3

STATE OF ~~FLORIDA~~ MD
COUNTY OF Prince Georges

On this 4 day of Feb, 2015, before me ,the undersigned notary public, Personally appeared Fred Deluca, known to me to be the Person whose name is subscribed above or who produced drivers license As identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the processing of the County's yard waste, Monroe County Florida for the purposes therein contained.

By: Meghan MS Canter
Notary Public
Meghan MS Canter
Print Name
My commission expires: Feb 13 2017

Seal

MEGHAN M S CANTER NOTARY PUBLIC PRINCE GEORGE'S CO. MD MY COMMISSION EXPIRES FEB. 13, 2017

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine McCall-Barrows
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 4/9/15

EXHIBIT A

COMPENSATION RATES

Beginning April 1, 2015, or upon the Commencement Date when the Contractor begins work County shall compensate Contractor for services performed in accordance with this Agreement according to the following rates:

Fees ($/Ton)

Task	Fee
Load/transfer and transport from existing or alternative Transfer Stations, Process Yard Waste and Alternative Waste inclusive of marketing and sales of by- products/commodities, residue transport and disposal, capital and operations, fees, taxes, license's, etc.	$ 79.50/ton
Emergency: Process yard waste from a storm event	$79.50/ton, unless otherwise mutually agreed upon between the parties
Other: Any handling of Hazardous Substances or excess Prohibited Materials as mutually agreed between the County and the Contractor will be subject to additional fees. Redirected Waste due to Contamination or Prohibited Material of three percent (3%) or more	These special handling fees will be mutually agreed to by both Parties. No more than current Haul-out rate

EXHIBIT B ADMINISTRATIVE CHARGES

	Description	Amount
	OPERATING STANDARDS	
1.	**Implementation Delay.** Failure to meet transition timeline milestones as specified in *Exhibit C-1, Transition and Implementation Plan*.	$500 per milestone per day.
2.	**Inadequate Capacity.** Failure to provide adequate primary and alternate processing capacity during the term of the Agreement.	$1,000 per business day.
3.	**Failure to Process**. Shipping, selling, or disposing of Yard Waste that is not Processed as required by this Agreement.	$1,000 per incident per business day.
4.	**Commingling of County Materials with Others.** Commingling of Yard Waste Materials collected inside and outside of Monroe County prior to weighing.	$500 per incident.
5.	**Failure to Notice County about Facility Concerns.** Failure to provide immediate notice to County of any issue or problem related to use of Processing, Transfer, or Disposal Facilities.	$50 per incident.
6.	**Unauthorized Use of Facilities**. Use of Processing Facilities that are not approved by the County.	$1,000 per incident per business day.
	VEHICLE STANDARDS	
7.	**Vehicle Noncompliance**. Failure to license, register, and inspect the vehicles in accordance with all applicable laws and regulations.	$100 per incident per business day.
8.	**Litter Abatement.** Failure to prevent the spilling of Yard Waste and Residue and blowing of such waste from the vehicle.	$250 per incident.
	REPORTING	
9.	**Late Submittals**. Failure to maintain or timely submit to the County any documents or reports required under Article 13.	$250 per incident.
10.	**Inaccurate Submittals**. Failure to correct any inaccurate or incomplete reports as required by the County.	$250 per incident.
	OTHER	
11.	**Obtain and Maintain Permits, Licenses, and Approvals.** Failure to obtain and maintain any and all Permits, licenses, and approvals necessary for the performance of its obligations.	$250 per incident per business day in which performance is affected
12.	**Notice of Violations**. For each notice of violation of Applicable Laws received from a local enforcement agency, the Department of Environmental Protection, or other regulatory agency with jurisdiction.	$1,000 for each violation.
13.	**Denial of Site Access**. Failure to provide facility access to the County.	$500 per incident

EXHIBIT C

OPERATIONS AND DISPOSAL FEE ADJUSTMENT

An annual adjustment, except as specified herein in paragraph 11.2, shall be applied on October of every year after 2015 to the Operations and Disposal Fee.

The adjustment shall be calculated in the following manner:

1) The following index is used to calculate the adjustment. The change in the index shall be calculated on a March 1 – February 28 basis for the preceding twelve month.

INDEX
Consumer Price Index (CPI), Miami/Fort Lauderdale
(Unadjusted), All Urban Consumers, All Items.

SOURCE
Consumer Price Index Detailed Report, Published Monthly by Bureau of Labor Statistics. (BLS)
If the index becomes obsolete during the term of this contract, an alternative, related index may be used, as mutually agreed upon between the Operator and the County.

EXHIBIT D

APPROVED PRODUCTS

Contractor shall ensure that all products produced from Yard Waste processed pursuant to this Agreement meet the requirements specified below.

Ash

Ash formed by incineration of the inorganic constituents of the Yard Waste or Acceptable Waste, and may take the form of solid lumps or ash flakes

Co-Generation Fuel

Co-Generation Fuel:
Any waste material that can be used as a feedstock or fuel source and which can be processed to create energy, steam and/or electricity.

Compost

Solid waste which has undergone biological decomposition of organic matter, has been disinfected using composting or similar technologies, and has been stabilized to a degree that is potentially beneficial to plant growth and that is used or sold for use as a soil amendment, artificial top soil, growing medium amendment or other similar uses

Composting is the process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and that stabilizes the organic fraction into a material which can easily and safely be stored, handled and used in an environmentally acceptable manner. The presence of anaerobic zones within the composting material will not cause the process to be classified as other than composting.

Wood and Fiber Mulch

Products generated from the carbon fraction of Yard Waste by composting the Yard Waste to eliminate weed seeds, and processing the Yard Waste into a material that can be used by contractors and landscapers to mulch areas for the control
of weeds or erosion.

Green Soil Amendment

Material produced from the immature unders from the initial Yard Waste pre-screening or grinding process that are not placed into windrows for composting but can be used as a weed control product, or as an amendment to soil via disking or land application. Land application does not include use as a cover material for a landfill operation.

Top Soil Additive

A material made from fines blended with soils where the fines are generated from stockpiled overs from the composting process (e.g., tree trimmings) that are placed in windrows and periodically turned and screened to produce the fines.

Fuel for Gasification or Energy production:

Yard Waste or Acceptable Waste may be used in an energy generation or gasification facility, and the energy, Environmental Attributes, or other products produced as a result of use as a fuel are each approved.

Animal Bedding

"Animal bedding" means material that is generated from the carbon fraction of Yard Waste by composting the material to eliminate weed seeds and then producing a material suitable for use as bedding in horse stables, dairies, or other livestock facilities.

Waste to Energy

Fuel for energy production: Yard waste or acceptable waste may be used in an energy generation facility, and the energy or other products produced as a result of use as a fuel are each approved.

EXHIBIT E

FORM OF PERFORMANCE BOND

YARD WASTE PROCESSING SERVICES
FOR MONROE COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS: that

_____
(insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Name of Insurer)

as Surety, hereinafter called Surety, are held firmly bound unto the COUNTY OF MONROE, FLORIDA as Obligee, and hereinafter called the County, in the amount of Seven Hundred Ninety Five Thousand Dollars ($795,000), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated_____, 20__, entered into an Agreement with the County for providing Yard Waste Processing Services in accordance with the Agreement of MONROE COUNTY, FL, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and declared by the County to be in default under the Agreement, the County having performed the County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Agreement in accordance with its terms and conditions.

2. Obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the County elects, upon determination by the County and the Surety jointly obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and the County, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement or Agreement of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including costs and damages for which the Surety may be liable hereunder, the amount set

forth in the first paragraph hereof. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable by the County to Contractor under the Agreement and any amendments thereto, less the amount properly paid by the County to Contractor.

Any suit under this bond must be instituted before the expiration date of the Agreement or if extended for an additional term by the County, the expiration of the extended term.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the County named herein or the executor, administrator or successors of the County of.

Signed and sealed this ____day of _____, 20_.

(Principal)

(Seal)

_____

(Witness) (Title)

Surety (Seal)

(Witness) (Name of Insurer)

By:

_____

(Attorney-in-Fact)

EXHIBIT I

ADDITIONAL PERFORMANCE DATA

The Parties shall establish a process pursuant to which the County can review the commissioning, startup and performance testing protocols during the development period. The Contractor will provide copies of the following to the County:

Performance Testing Report describing in summary the testing standards required in Contractor's financing, warranty, construction and equipment contracts for the gasification equipment in the Facility.

The Performance Testing Report shall demonstrate that the Facility has been tested as required and provide evidence confirming that the Facility has met the applicable performance requirements in these contracts. The report shall include a summary of process inputs and outputs, including tons received, tons processed, tons of process residues by type, and quantity of electricity generated.

Contractor may provide any of the information or documentation required by the definition of Commercial Operation Date or this Exhibit I as it becomes available prior to any final Performance Testing Report for earlier review by County.

The County shall have 20 Business Days to review the completed Performance Testing Report as part of its determination of whether the Commercial Operation Date has occurred.

The County's representative shall have the right to witness key portions of the commissioning and performance testing.

In addition to those criteria already set forth in the definition of Commercial Operation Date, the following shall apply:

1. The criterion that the Facility meet 90% of its design capability shall mean that it Processes waste at no less than 90 % of its rated capacity for no less than seven (7) days, subject only to minimal outages for adjustments and modifications which shall not exceed 8 hours in total.

2. The conversion ratio of gross energy from Yard Waste shall equal or exceed .75 MWh per ton of Yard Waste.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: County Administrator

Bulk Item: Yes X No __ Staff Contact Person/Phone #: Lisa Tennyson x4444

AGENDA ITEM WORDING: Approval of the Monroe County 2016 Federal Legislative Agenda.

ITEM BACKGROUND:

Each year, the County develops a legislative agenda as an advocacy tool at State and Federal levels. Attached for your review and approval is the 2016 Federal Legislative Agenda.

County staff, with the assistance of the County's contract federal lobbying firm, Van Scoyoc Associates, has provided a draft list of substantive federal legislative priorities and general issues for the 114th Congress, and welcomes the addition or deletion of issues that the Board deems appropriate for the County's 2016 legislative efforts. For informational purposes, staff has included background and discussion on many of the legislative issues listed.

Upon Board approval, staff and the contract lobbying teams will pursue the legislative issues approved by the Board, and in so doing, place appropriate priority on the issues that the Board directs to receive a special level of attention in 2016.

In the 2016 agenda, Everglades Restoration and the health of the Florida Bay has been added as a legislative priority.

As a member of the Southeast Regional Climate Change Compact, Monroe also supports the Compact's annual legislative agenda which advocates for state and federal action related to energy and climate issues. The BOCC reviewed and approved the Compact's 2016 legislative agenda at its December 2015 meeting.

PREVIOUS RELEVANT BOCC ACTION:

- Approval of the 2015 Legislative agenda, February 2015
- Approval of Southeast Regional Climate Change Compact Federal legislative agenda, December 2015
- Approval of federal lobbyists' contracts, October 2015

CONTRACT/AGREEMENT CHANGES: NA

STAFF RECOMMENDATIONS: Approval

TOTAL COST: NA **INDIRECT COST:** **BUDGETED:** Yes No

COST TO COUNTY: **SOURCE OF FUNDS:**

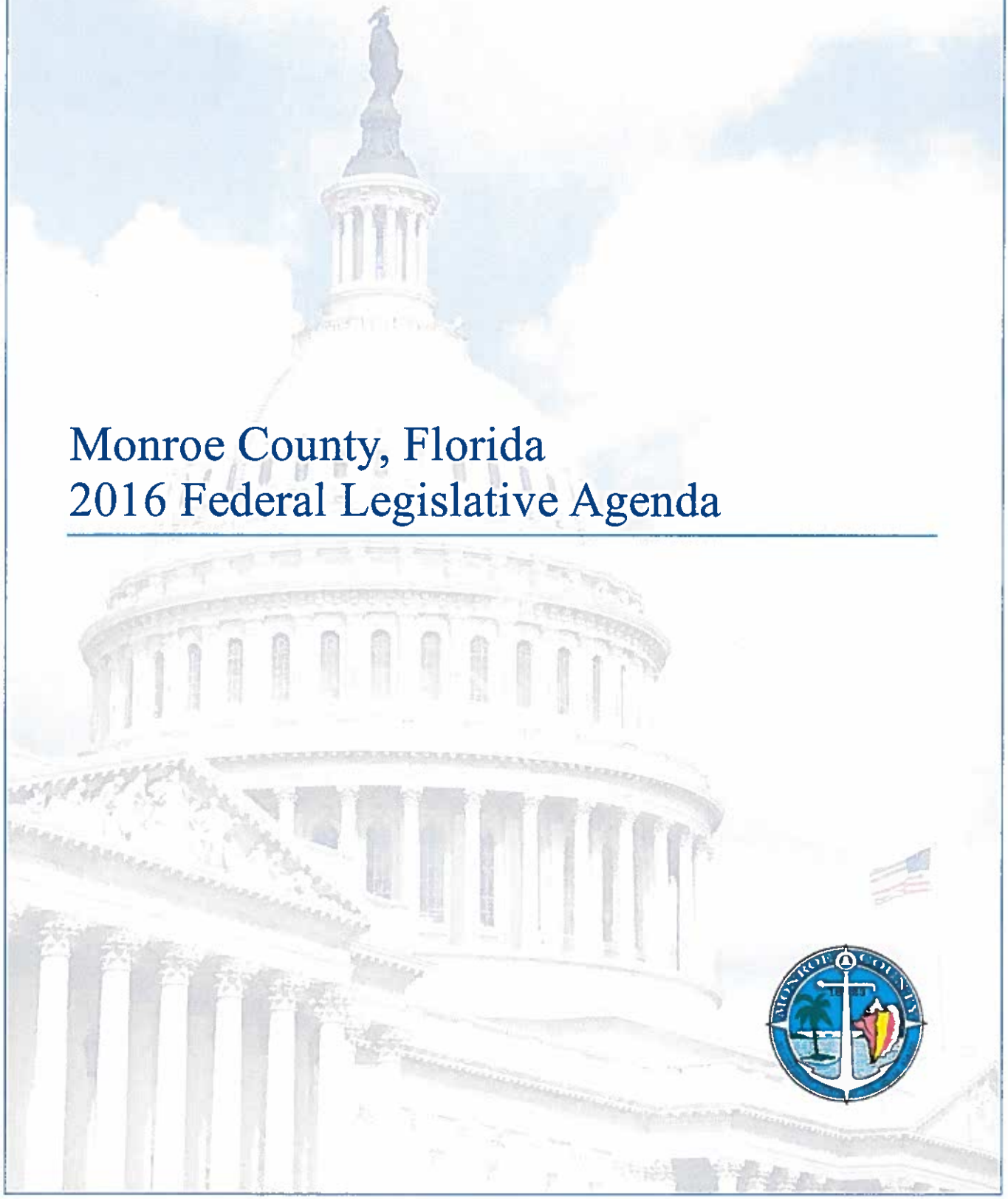
REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included XX Not Required

DISPOSITION: **AGENDA ITEM #**

Monroe County, Florida
2016 Federal Legislative Agenda



Prepared by Van Scoyoc Associates for the

Monroe County Commission

Mayor Heather Carruthers
Mayor Pro Tem George Neugent
Commissioner Danny Kolhage
Commissioner David Rice
Commissioner Sylvia Murphy

Roman Gastesi, County Administrator

Lisa Tennyson, Legislative Affairs and Grants Acquisition Director

Questions regarding the information in this book may be directed to:

Greg Burns
(202) 737-8162

Lisa Tennyson
(305) 292-4444

January 2016

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Monroe County
2016 Federal Legislative Agenda

Primary Issues

National Flood Insurance Program

Support efforts to improve the National Flood Insurance Program for the benefit of all participants, including H.R. 2918 and other positive legislative efforts. ***Oppose*** H.R. 2901 due to its allowance that surplus lines insurance companies can write private flood insurance given that they are not subject to the same oversight as admitted insurance carriers. ***Monitor*** FEMA's implementation of the Homeowner Flood Insurance Affordability Act. ***Support*** the creation of a National Catastrophe Fund. ***Support*** increased funding for the Hazard Mitigation Assistance grant programs, including the Flood Mitigation Assistance Grant Program and the Pre-Disaster Mitigation Grant Program, as well as increased funding for the Disaster Relief Fund.

Water Quality

Support full funding of the Florida Keys Water Quality Improvements Program via the FY 2016 Army Corps of Engineers Work Plan. ***Support*** continued additional funding for Army Corps of Engineers environmental infrastructure projects in FY 2017 and future fiscal years. ***Support*** Monroe County's efforts and activities related to canal restoration.

Land Acquisition

Support efforts by federal agencies to acquire appropriate properties to mitigate environmental resource or military encroachment concerns in Monroe County. ***Support*** a $900 million annual appropriation from the Land and Water Conservation Fund. ***Support*** future mandatory funding for the Land and Water Conservation Fund. ***Support*** increased funding of the Department of Defense's Readiness and Environmental Protection Integration program.

Payments In Lieu of Taxes

Support full, long-term mandatory funding of the Payments In Lieu of Taxes (PILT) program, which enables local governments to rely upon PILT funds when budgeting.

Everglades Restoration and the Health of Florida Bay

Support efforts to improve the health of Florida Bay by restoring adequate fresh water flows through the Everglades. ***Support*** full completion of the C-111 Canal suite of projects. ***Support*** completion of the Modified Waters Delivery suite of projects and improved operational plan, including further modification to Tamiami Trail. ***Support*** authorization of the Central Everglades Planning Project via the next Water Resources Development Act.

Transportation

Federal Aviation Administration - Authorization and Issues

Monitor passage of a long-term FAA reauthorization bill in 2016. ***Support*** $3.35 billion in annual appropriations for the Airport Improvement Program. ***Support*** Monroe County's grant proposals for funding through the FAA Airport Improvement Program. ***Support*** an increase in the passenger facilities charge cap from $4.50 to $8.50. ***Support*** the removal or relocation of the non-directional beacon at Higgs Beach. ***Support*** continued efforts to establish a joint-use airport at Naval Air Station Key West. ***Support*** federal funding for sound attenuation activities around military air facilities.

Transportation Authorization
Monitor proposed changes to federal highway programs. ***Monitor*** efforts to enhance federal transportation revenue streams. ***Support*** the continuation of dedicated bridge funding through the Surface Transportation Program or other avenues. ***Support*** opportunities to secure funding for Monroe County's priorities via federal highway legislation or other means.

Energy & Environment
RESTORE Act
Monitor federal implementation of the RESTORE Act to ensure continued benefit to Monroe County. ***Support*** efforts to secure funding for Monroe County.

Climate Change and Sea Level Rise
Monitor federal climate change legislation and executive actions. ***Support*** federal efforts to address climate change and mitigate sea level rise. ***Support*** the federal legislative priorities of the Southeast Florida Regional Climate Change Compact.

Waters of the United States
Monitor activity related to the implementation of the EPA's rule on Waters of the U.S.

Energy Exploration
Monitor the potential expansion of offshore energy exploration in Florida's federal waters. ***Monitor*** federal discussion regarding hydraulic fracturing for impacts to future Florida oil and gas extraction.

Oil Spill Protection
Support revisions to the Oil Pollution Act of 1990 and other associated laws to ensure that local governments may act as first responders in an effort to protect local communities, and be reimbursed for their actions undertaken to protect their resources and restore damaged areas during oil spill events, and the Oil Spill Liability Trust Fund is capable of addressing Spills of National Significance where there is no financially viable or legally responsible party.

Property Assessed Clean Energy Legislation
Support legislation and guidelines that would allow for the creation of residential and commercial PACE programs in Monroe County to finance a number of home and commercial property improvement projects including energy efficiency, flood mitigation, or hurricane protection.

Social Services
Continuum of Care Program – Federal Homeless Assistance
Support continued adequate annual funding for Department of Housing and Urban Development Homeless Assistance Grants, particularly for the Continuum of Care Program.

Older Americans Act Programs
Support continued adequate annual funding for Older Americans Act programs that support critical social service programs serving elderly persons in Monroe County.

Social Services Block Grant
Support continued adequate funding for the Social Services Block Grant program.

Mental Health Care
Support legislation that responsibly expands treatment options and support for the mentally ill.

Public Safety
Public Safety Programs
Support continued funding for the wide variety of DOJ and DHS grants, i.e., Community Oriented Policing Services, Byrne Justice Assistance Grants, Emergency Management Preparedness Grants, Assistance to Firefighters Grants, Staffing for Adequate Fire and Emergency Response Grants, Urban Areas Security Initiative grants, and other security-specific grants. ***Support*** any Monroe County applications for these funds. ***Support*** federal funding for the construction of Emergency Operations Centers.

General Government Issues
Tourist Development Taxes
Oppose legislation that would exempt online travel brokers from paying taxes on the full room rate paid by the consumer, thereby costing Monroe County the opportunity to collect appropriate tourist development taxes from visitors to the region.

Remote Sales-Tax Legislation
Support legislation that requires companies making catalog and internet sales to collect and remit the associated taxes. ***Support*** federal tax policies that maintain revenue streams to local governments.

Tax-Exempt Bonds
Oppose legislation that would threaten the tax exemption on state and local bonds, including a 28 percent cap on tax-exempt municipal bonds.

FEDERAL ISSUE: National Flood Insurance Program

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: In 1968, Congress established the National Flood Insurance Program (NFIP) to address the nation's flood exposure and challenges inherent in financing and managing flood risks in the private sector. Private insurance companies at the time claimed that the flood peril was uninsurable and, therefore, could not be underwritten in the private insurance market. A three-prong floodplain management and insurance program was created to (1) identify areas across the nation most at risk of flooding; (2) minimize the economic impact of flooding events through floodplain management ordinances; and (3) provide flood insurance to individuals and businesses.

Until 2005, the NFIP was self-supporting, as policy premiums and fees covered expenses and claim payments. Today, the program is roughly $25 billion in debt due to a number of large storms, the most recent being Hurricane Sandy.

In mid-2012, Congress passed, and the President signed, the Biggert-Waters Flood Insurance Act (BW12), a 5-year reauthorization of the NFIP that attempted to restore the program to firmer financial footing by making a number of changes to the program that impacts the County's residents. Then, in early 2014, the Homeowner Flood Insurance Affordability Act (HFIAA), was enacted in an attempt to address some of the so-called unintended consequences of BW12.

While HFIAA delayed many of the premium increases implemented by BW12, in the long run, the only real difference between rate increases envisioned by the two bills is that HFIAA reinstated grandfathering. This provision originally ended by BW12 allows property owners to pay flood insurance rates based on original risk, not that which is determined by new community flood maps.

Authorization of the NFIP expires September 30, 2017.

HFIAA Implementation
While it is unclear if Congress can successfully address the shortcomings in HIFIAA during the remainder of the 114th Congress, FEMA will continue to spend significant time implementing the legislation. This includes creating a Flood Insurance Advocate, allowing for option high-deductible policies for residential properties, communicating full flood risk determinations to property owners regardless of whether their premiums reflect such risk, implementing changes to how FEMA handles map revisions, completing a study of community-based flood insurance options, attempting to secure reinsurance of coverage provided by the NFIP from private markets, providing refunds to pre-FIRM primary homeowners who overpaid due to BW12, providing guidelines for property owners describing alternative means of flood mitigation, other than elevation, that can reduce flood risk and inform property owners about how mitigation can lower premiums, completing an Affordability Study and a "Draft Affordability Framework," allowing for the monthly payment of flood insurance premiums, and reporting to Congress on the number of annual policy premiums that exceed one percent of the total coverage provided by the policy.

In late 2014, FEMA announced the opening of the Interim Office of the Flood Insurance Advocate and the appointment of an Interim Flood Insurance Advocate. The Acting Advocate and staff will focus on assisting the public as they navigate through these new NFIP processes by leveraging FEMA resources to

address specific public inquiries or concerns. They will also develop a long-term regional mapping outreach and education strategy. FEMA noted that additional funding would be needed in order to fully install the permanent Office of the Flood Insurance Advocate and expand its role, but until then it would operate the office with existing resources.

Meanwhile, effective April 1, 2016, the first significant wave of NFIP rate increases resulting from HFIAA will be instituted. As noted above, HFIAA called for the NFIP to limit rate increases to no more than 18 percent for any one policy with exceptions. However, FEMA has interpreted HFIAA to allow for the total amount charged to the policyholder to increase an average of 19.8 percent for all 5.5 million FEMA policies and an increase of 37 percent for certain policies such as second homes and businesses.

The most notable exception is that older non-primary residences and older business properties will continue to see annual increases of up to 25 percent. However, because of a new mandatory $250 surcharge on certain properties, some may see a premium increase of 37 percent as of April 1, 2015.

This new mandatory surcharge and the Federal Policy fee found on every FEMA flood insurance policy are not considered premiums by FEMA, and thus are not subject to the limitations described in the HFIAA. FEMA has admitted that as a result, the increase in the total amount charged to a policy may exceed 18 percent.

Affordability Study
In 2015, the National Academy of Sciences released two reports on Affordability of National Flood Insurance Program Premiums. Overall the reports unfortunately left many questions unanswered, indicating that many decisions must be made by policy makers (Congress, in this case) and that the report's specific and clear guidance is limited due to a lack of data.

The reports focus in a highly technical manner on examining options for providing premium assistance to certain NFIP policyholders and suggest tying such assistance to mitigation grants or loans. Specifically, the second report found that "linking mitigation with premium assistance can lead to property owners having a cost effective combination of mitigation and insurance coverage." The reports do not simply suggest ways to arbitrarily lower flood insurance policy costs across the board.

Now that the affordability study is complete, FEMA is expected to propose an affordability framework to Congress within 18 months (by the summer of 2017). Based on these reports, that framework will likely include some form of premium assistance and mitigation efforts.

Interestingly, with regard to grandfathered policies, the study indicates "HFIAA 2014's reinstatement of grandfathering, which will perpetuate cross subsidies in the NFIP, will result in the program increasingly violating actuarial pricing principles if flood risks increase in the future."

Other Flood Insurance Legislation
Two bills have been introduced in the 114th Congress to try to improve upon HFIAA, particularly dealing with rate increases for certain properties. For example, H.R. 2918, the Flood Insurance Fairness Act introduced by Rep. Carlos Curbelo (R-FL) would extend the level of rate increases offered to primary homeowners under HFIAA to all property owners, particularly addressing concerns with second homeowners and business owners who may otherwise face exorbitant flood insurance rate increases. The legislation is cosponsored by seven members of Congress.

Also, Rep. David Jolly (R-FL) introduced H.R. 141 that would further amend BW12 by extending the rate relief provided in HFIAA to businesses and "owner-occupied" second homes. The difference between this bill and the bill offered by Rep. Curbelo is the distinction made between so-called "owner-occupied" second homes. H.R. 141 is cosponsored by six members of Congress.

Meanwhile, Reps. Dennis Ross (R-FL) and Patrick Murphy (D-FL) introduced H.R. 2901, the Flood Insurance Market Parity and Modernization Act. This bill seeks to clarify provisions in BW12 that private flood insurance products would be regulated by individual states instead of the federal government, which is perceived to be better for insurers and is expected to create more opportunity for private insurance to proliferate.

There are positive provisions in H.R. 2901, such as reinforcing the need for lenders to verify and ensure that homeowners maintain flood insurance for the duration of a mortgage loan, and allowing for continuous coverage with no penalties if a person purchases to private flood insurance and then chooses to again purchase from the NFIP. However, there are concerns that the legislation allows the surplus lines market to write private flood insurance policies, which are not subject to the same oversight as admitted insurance carriers. A U.S.-based surplus lines insurance company is only an admitted insurer in at least one state. Monroe County only supports admitted insurance companies writing private flood insurance policies. The House Financial Services Committee reported the bill out of Committee in early March by a vote of 53-0.

National Catastrophe Fund

One option that could be used in place of traditional flood insurance would be the creation of some sort of a national catastrophe fund. This idea, versions of which have been introduced as legislation for many years by many different members of Congress, was introduced in the 114th Congress in the House by Rep. Frederica Wilson (D-FL) as H.R. 1351, the Homeowners' Defense Act of 2015. This legislation would establish a National Catastrophe Risk Consortium as a nonprofit, nonfederal entity to: (1) maintain an inventory of catastrophe risk obligations held by state reinsurance funds and state residual insurance market entities; (2) issue, on a conduit basis, securities and other financial instruments linked to catastrophe risks insured or reinsured through Consortium members; (3) coordinate reinsurance contracts; (4) act as a centralized repository of state risk information accessible by certain private-market participants; and (5) use a database to perform research and analysis that encourages standardization of the risk-linked securities market.

Senator Bill Nelson (D-FL) introduced S. 1461, the Homeowners' Defense Act of 2013 during the 113th Congress, which was nearly identical to H.R. 1351, but he has not yet reintroduced a Senate version in the 114th Congress. Meanwhile, Rep. Jolly has stated his intention to introduce national natural disaster catastrophic reinsurance fund bill in 2016.

Mitigation Grant Programs

Separate from the NFIP, there are several federal assistance programs from which the County may benefit that provide funding to states and local governments for mitigation activities. Specifically, the Hazard Mitigation Assistance (HMA) grant programs offer the following opportunities:

- The Hazard Mitigation Grant Program (HMGP) provides grants to implement long-term hazard mitigation measures after a major disaster declaration by the President. HMGP funding is based on each disaster and is provided through FEMA's Disaster Relief Fund (DRF). The DRF was funded at $7 million in FY 2015. Meanwhile, the Administration requested an increase to $7.37

billion for the DRF in FY 2016, which Congress ultimately provided in the final FY 2016 omnibus appropriations bill.

- The Flood Mitigation Assistance Grant Program (FMA) assists states and local governments in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the NFIP. Both planning and implementation grants are available. The FMA program was provided $150 million in FY 2015. For FY 2016, the Administration requested an increase for FMA to $175 million, which Congress provided in the FY 2016 omnibus.
- The Pre-Disaster Mitigation Grant Program (PDM) provides resources to assist state and local governments reduce overall risk to life and property from future disasters. The Administration requested $200 million for the PDM program in its FY 2016 budget. Congress, however, funded the program at $100 million, which is still a significant increase from the FY 2015 funding level of $25 million.

Local Activity

Mayor Carruthers has been nominated to serve as Florida's representative on the National Association of Counties' (NACO) NFIP Working Group tasked with developing policy recommendations for NACO to help address the NFIP. Meanwhile, the Florida Association of Counties has tasked the Mayor with helping to lead a statewide response to NFIP reauthorization.

RECOMMENDED POSITION: ***Support*** efforts to improve the National Flood Insurance Program for the benefit of all participants, including H.R. 2918 and other positive legislative efforts. ***Oppose*** H.R. 2901 due to its allowance that surplus lines insurance companies can write private flood insurance given that they are not subject to the same oversight as admitted insurance carriers. ***Support*** increased transparency to FEMA's rate-setting practices for the National Flood Insurance Program. ***Monitor*** FEMA's implementation of the Homeowner Flood Insurance Affordability Act. ***Support*** the creation of a National Catastrophe Fund. ***Support*** increased funding for the Hazard Mitigation Assistance grant programs, including the Flood Mitigation Assistance Grant Program and the Pre-Disaster Mitigation Grant Program, as well as increased funding for the Disaster Relief Fund.

FEDERAL ISSUE: Water Quality

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: As population and tourism have increased in the Florida Keys, wastewater and stormwater practices have not kept pace until recently. Research suggests that this has led to the degradation of water quality in canals and nearshore waters surrounding the Keys. Nutrients commonly found in wastewater and stormwater are one of the major contributors to the decline in water quality in the Florida Keys National Marine Sanctuary (FKNMS).

Florida Keys Water Quality Improvements Program
For these reasons, Congress directed the U.S. Army Corps of Engineers to assist with implementation of infrastructure improvements in the Florida Keys to improve nearshore water quality within the Sanctuary. In 2001, Public Law 106-554 authorized the Florida Keys Water Quality Improvements Program (FKWQIP), whereby the Corps may provide up to $100 million in technical and financial assistance to carry out projects for the planning, design, and construction of treatment works to improve water quality in the Sanctuary. The primary purpose of this effort is to improve water quality in the Florida Keys through implementation of several wastewater and stormwater master plans previously prepared for Monroe County and various municipalities within Monroe County. The South Florida Water Management District is the non-federal Sponsor for FKWQIP. In September 2006, the Corps completed a Project Management Plan to guide the activities of FKWQIP.

To fund environmental infrastructure projects that are not budgeted for by the Administration, such as FKWQIP, Congress has provided additional funding for what Congress terms "Additional Funding for Ongoing Work." Among these accounts, Congress has for the past several years provided money for Environmental Infrastructure projects such as FKWQIP. Most recently, the Corps provided $3 million in additional funding for FKWQIP through their FY 2016 Work Plan. The County will continue to work to ensure that FKWQIP receives funding in future Work Plans. To date, approximately $50 million has been provided to the FKWQIP program via earmarks, the stimulus legislation, or Corps of Engineers work plans.

Canal Restoration
Canals within the Florida Keys have received considerable attention from regulatory agencies due to poor water quality. 300 of the 500 canals do not meet the State's minimum water quality criteria and are a potential source of nutrients and other contaminants to nearshore waters designated as Outstanding Florida Waters. As a result, a comprehensive Canal Management Master Plan (CMMP) was commissioned by Monroe County with financial assistance from the Environmental Protection Agency and with approval from the FKNMS Water Quality Protection Program (WQPP).

One of the main objectives of the CMMP was to prioritize the residential canals within Monroe County related to the need for water quality improvements. A process was developed that classified canals by water quality characteristics into "Good", "Fair", and "Poor" categories. Canals receiving a "Poor" classification were considered as potential candidates for certain restoration technologies. Restoration technologies reviewed in the CMMP include removal of accumulated organics, incorporation of weed gates or similar weed barrier structures, addition of culverts, construction of pumping systems, and backfilling. The ultimate goal of this work is to restore the environmental health of Monroe County's canals, and subsequently its nearshore waters.

The County Commission previously approved moving forward with a series of six canal restoration demonstration projects. Those projects will be complete by June 2016. The preliminary results have indicated immediate improvement to the water quality of the restored canals. The results will be used to further define restoration costs and for information in future grant applications to state and federal sources.

In order to be eligible for federal funding, canal restoration efforts would require a new authorization through Congress. Under the Water Resources Reform and Development Act (WRRDA) of 2014, the Army Corps of Engineers is required to seek proposals for water resources studies and project modifications on an annual basis. From the proposals submitted by local sponsors, the Corps identifies those that meet certain criteria and recommend them to Congress for authorization within an Annual Report. The Report will also include an Appendix listing those proposals that are not recommended for authorization and the reasons for the lack of recommendation. Congress will then have the opportunity to authorize the recommended studies and project modifications through a yes or no vote, rather than a traditional Water Resources Development Act (WRDA). This process provides an opportunity to seek future assistance from the Corps for canal restoration activities.

RECOMMENDED POSITION: ***Support*** full funding of the Florida Keys Water Quality Improvements Program via the FY 2016 Army Corps of Engineers Work Plan. ***Support*** continued additional funding for Army Corps of Engineers environmental infrastructure projects in FY 2017 and future fiscal years. ***Support*** Monroe County's efforts and activities related to canal water quality restoration.

FEDERAL ISSUE: Land Acquisition

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: The federal nexus for Monroe County's land acquisition challenges are generally based upon two basic principles: a) rigorous preservation of the Florida Keys' unique environmental resources, which are protected under a variety of federal laws including the Endangered Species Act, and b) the need to protect from development encroachment the nation's investment in Naval Air Station Key West, one of the military's premier air combat training facilities.

The Florida Keys and Monroe County contain a number of unique environmental resources of national significance. In recognition of the value of these resources and features, the federal government has created four national wildlife refuges (Crocodile Lake, Great White Heron, Key Deer, and Key West), three national parks (Everglades, Biscayne, and Dry Tortugas), as well as a National Marine Sanctuary (Florida Keys) and a National Preserve (Big Cypress), all of which are located in whole or in part in Monroe County. World renown for our coral reef, the Florida Keys is also home to over 30 listed species protected under the Endangered Species Act (ESA).

In order to protect these scarce yet vital natural resources, development on private property in Monroe County is heavily controlled by federal, state, and local regulations. To see the significant impact of federal regulations on the County's ability to regulate local development, one need to look no further than the Florida Key Deer v. the Federal Emergency Management Agency (FEMA) & US Fish & Wildlife Service (USFWS) suit settled in 2012 after more than 20 years of litigation. In that case, the USFWS and FEMA negotiated a settlement agreement with environmental advocates that forced the County to adopt regulations and procedures to assist the USFWS with performing its obligations under the ESA or face expulsion from the National Flood Insurance Program (NFIP). Given the draconian alternative of expulsion from the NFIP and the resulting collapse of the local real estate market due to the inability of potential home buyers to obtain federally-guaranteed mortgages, the County Commission had little choice but to implement procedures that essentially shifted the burden of implementation of the ESA from the USFWS to Monroe County.

That settlement agreement was predicated upon the USFWS's revised Biological Opinion (BO) on the NFIP in Monroe County. The BO contained reasonable and prudent alternatives (RPA) that required the Florida Keys communities to revise their Flood Damage Prevention programs to include the review of floodplain development applications for potential impacts to nine endangered species – a review the ESA requires FEMA and USFWS to undertake, not local governments.

According to the data contained in the BO, there are 63,411 acres of suitable habitat for listed species in unincorporated Monroe County. Approximately 7,193 privately owned vacant parcels, having an approximate combined value of $240,088,014 within USFWS designated potentially suitable habitat. While the BO only addresses protections for nine species, twenty-two federally-listed species live in the Florida Keys and critical habitat has been designated for eleven of these species. In addition, the USFWS currently proposes to list (and subsequently designate critical habitat for) an additional five (5) species in the Florida Keys in the near future.

The limitations upon development imposed by the ESA and other federal, state, and local regulations impose severe restrictions on private property owners who desire to develop their properties. The U.S.

and Florida Constitutions require government to compensate private property owners when those regulations result in a taking. Currently, the County is defending takings suits involving potentially over 1,000 parcels of land. These claims are based in part upon regulations that were adopted to effectuate the ESA and other state and federal acts.

The County realizes the importance of preserving and sharing the benefits of our unique natural resources, and has conducted the reviews for FEMA and FWS, including restricting development based on this process, but federal support is required to maintain the protection of our significant environment. The Keys supports and encourages the federal government to target the acquisition of lands containing suitable habitat for and known populations of federally-designated wildlife species.

In addition to the land acquisition challenges resulting from environmental protection regulations, the County faces challenges in the area surrounding Naval Air Station (NAS) Key West, one of the military's premier air combat training facilities. The airfield is located just outside of Key West in the most densely populated area of the County. Noise from flight operations impacts the quality of life for residents living near the airfield. The impacts of encroachment from development, both past and future, in the vicinity of NAS Key West further exacerbates the land acquisition challenges for Monroe County. While the County wants to foster the continued use of the airfield, it must also be mindful of encroachment challenges due to property owners in the adjacent community. Acquisition of nearby properties can help solve that challenge.

In order to proactively address these land acquisition challenges, the County has engaged in land acquisition efforts primarily through the Monroe County Land Authority. The Land Authority has two dedicated revenue sources through which it funds land acquisition (half of the one cent tourist impact tax, and a State park surcharge). Unfortunately, these sources are insufficient, as they generate only about $900,000 annually. However, in Fiscal Year 2015, the County Commission budgeted $10 million in local funds to serve as a match for federal and state land acquisition projects. Even with that additional funding, the County lacks the financial resources to meet all of the land acquisition needs that result from federal and state environmental protection regulations as well as encroachment issues arising near NAS Key West. Solving the County's land acquisition challenge can only be done through a combination of federal, state, and local efforts.

The Land and Water Conservation Fund

The Land and Water Conservation Fund (LWCF) Act of 1965 was enacted to help preserve, develop, and insure access to outdoor recreation facilities for our nation. The law created the Land and Water Conservation Fund (LWCF) in the U.S. Treasury as a funding source to implement outdoor recreation goals. Revenues for the fund are derived from oil and gas leasing proceeds in the Outer Continental Shelf.

The LWCF has been the principal source of monies for land acquisition for outdoor recreation by four federal agencies—the National Park Service, Bureau of Land Management, Fish and Wildlife Service, and Forest Service. The LWCF also funds a matching grant program via the National Park Service to assist states (and local governments as sub-recipients) in acquiring recreational lands and developing outdoor recreational facilities. A portion of the appropriation is divided equally among the states, with the remainder apportioned based on need, as determined by the Secretary of the Interior. The states award their grant money through a competitive selection process based on statewide recreation plans, as well as establish their own priorities and criteria.

The LWCF is authorized at $900 million annually. However, yearly appropriations have fluctuated widely since the origin of the program. Of the total revenues that have accrued throughout the history of the program ($33.5 billion), less than half have been appropriated ($15.8 billion). FY 2001 marked the highest funding ever, with appropriations exceeding the authorized level and reaching nearly $1 billion. In FY 2002, Congress provided the most LWCF funding of the past twenty years for the state grant program at $144 million. For FY 2016, the Administration requested $53.2 million for the state formula and competitive programs. Congress, however, provided a huge boost to the state programs, funding them at $110 million in FY 2016.

In addition to yearly funding challenges, the current authorization for the LWCF is set to expire at the end of 2018. While this is still roughly three years away, the previous authorization was allowed to lapse for over two months when Congress failed to reauthorize the program after its expiration on October 1, 2015. A three-year reauthorization was finally included in the FY 2016 omnibus.

Meanwhile, the Chairman of the House Natural Resources Committee, Rob Bishop (R-UT), unveiled draft legislation called the Protecting America's Recreation and Conservation (PARC) Act in November 2015, which would reauthorize the LWCF for seven years at $900 million annually, but would also significantly reform the LWCF. The legislation would provide 45 percent of LWCF funds to the State Assistance Grant Program, 15 percent to fully fund the Payments in Lieu of Taxes program, 20 percent to fund offshore energy exploration, and 3.5 percent on federal land acquisition. The bill would also require a certain amount of that 3.5 percent to be focused east of the 100th meridian (a north-south line running through the Dakotas and into Texas) in order to prevent the purchase of much more land in the west.

There have also been some legislative attempts to permanently reauthorize the LWCF. In March of 2015, Sen. Maria Cantwell (D-WA) introduced the Land and Water Conservation Authorization and Funding Act of 2015, which would do the following: 1) Amend the Land and Water Conservation Fund Act of 1965 to make permanent the LWCF's authorization; 2) Make revenue into the LWCF available for expenditure to carry out the purposes of the Act without further appropriation; and 3) Require that not less than 1.5 percent of the annual authorized funding amount be made available for projects that secure recreational public access to existing federal public land for hunting, fishing, and other recreational purposes. This bill had 31 cosponsors (39D, 2R, 2I), including Senator Bill Nelson.

The LWCF remains a volatile issue with vastly different perspectives on the program often depending on geographic location and amounts of federal ownership of lands, particularly in the west. Representative Bishop, for instance, has worked for years to try to facilitate a massive-land swap in Utah to open vast new areas to oil and gas drilling and fracking. Given the recent stand-off in Oregon relating to federal ownership of land, this issue is likely to remain controversial, thereby making efforts to expand the LWCF difficult.

DoD Readiness and Environmental Protection Integration Program

The Department of Defense's (DoD) Readiness and Environmental Protection Integration Program (REPI), which was authorized by Congress in 2002, funds cost-sharing partnerships for the military with state and local governments in order to address incompatible development and loss of habitat around DoD installations. These partnerships obtain easements or other interests from willing sellers that preserve critical buffer areas around DoD facilities in order to protect the military's ability to accomplish its training, testing, and operational missions by helping to remove or avoid land-use conflicts, as well as addressing regulatory restrictions that inhibit military activities. Through FY 2014 (the most recent numbers available), REPI buffer partnerships have protected almost 362,501 acres of buffer land in 80

locations and 28 states. The REPI program may provide an opportunity for land acquisition for those parcels located near DoD facilities within Monroe County.

Since the program's inception, Congress has increased REPI's original funding from $12.5 million to over $70 million annually. In its FY 2016 budget request, the Administration recommended $60.3 million for REPI. Congress, meanwhile, funded REPI at $75 million in its FY 2016 omnibus appropriations bill.

Although congressional appropriations are consistently above the budget request, total service requests average $140 million annually, which greatly exceeds available REPI funding. To make up some of the difference, federal REPI funding is augmented by cost-shares from partner contributions, including other federal grants, state and local grants or cost-share programs, private capital, donations, and in-kind services, among others.

RECOMMENDED POSITION: ***Support*** efforts by federal agencies to acquire appropriate properties to mitigate environmental resource or military encroachment concerns in Monroe County. ***Support*** a $900 million annual appropriation from the Land and Water Conservation Fund. ***Support*** future mandatory funding for the Land and Water Conservation Fund. ***Support*** increased funding of the Department of Defense's Readiness and Environmental Protection Integration program.

FEDERAL ISSUE: Payments In Lieu of Taxes

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Under law, federally-owned lands within a local government's boundary cannot be taxed, but these lands still create a demand for services, including firefighting and police protection, construction of roads, and search-and-rescue operations. Congress has created several programs in an attempt to compensate local governments, particularly counties, for these losses to their tax base. One of these programs from which Monroe County benefits is the Payments in Lieu of Taxes program (PILT).

Congress passed the Payments In Lieu of Taxes Act in 1976 (Public Law 94-565) to help offset the impact from these losses to local governments' tax bases through annual compensation. The PILT program is administered by the Department of Interior.

Payments are made annually for tax-exempt federal lands administered by the Bureau of Land Management, the National Park Service, the U.S. Fish and Wildlife Service, the U.S. Forest Service, and for federal water projects and some military installations. The authorized level of PILT payments is calculated under a complex formula that includes five factors affecting Monroe County's compensation: the number of acres eligible for PILT payments, the County's population, payments in prior years from other specified federal land payment programs, state laws directing payments to a particular government purpose, and the Consumer Price Index. The following are Monroe County's PILT payments for the last five fiscal years: $1,099,616 in 2011; $1,122,390 in 2012; $1,095,408 in 2013, $1,172,487 in 2014, and $1,158,900 in 2015. A total of 454,861 acres, which is roughly 19 percent of the County's land, is eligible for compensation.

In 2008, Congress reauthorized PILT and changed it from a discretionary to a mandatory program through FY 2012. As a mandatory program, authorized eligible local governments are able to automatically receive their full PILT payments. As a discretionary program, however, PILT is subject to the annual, and often arbitrary, appropriations process.

PILT was reauthorized at mandatory levels for FY 2013 through the MAP-21 transportation reauthorization. Although funding for PILT was not included in the FY 2014 omnibus appropriations bill, the program was fully funded for FY 2014 through the five-year farm bill (PL 113-79) signed into law in February 2014. Then, in FY 2015, the omnibus spending bill included $372 million in PILT funding. This, combined with the $70 million included within the 2014 National Defense Authorization Act, brought the total amount of PILT funding for FY 2015 to $442 million, fully funding the program. Most recently, PILT was fully funded at $452 million for FY 2016.

As of now there is no concrete long-term nor short-term solution for providing additional PILT funding in future years. There has been some discussion of tying mandatory funding for the program to receipts from the Land and Water Conservation Fund (LWCF). The LWCF is currently a discretionary program that is routinely funded well below its authorized amount. Because of this, many believe the LWCF should also be moved to the mandatory side of the budget in order to provide as much funding as possible for the program without crowding out discretionary funding for other high-priority needs. Tying PILT, the LWCF, and other programs together as mandatory funding provides an opportunity for many programs to receive full funding on a regular basis, providing stability for local governments, as well as conservation opportunities. Because both programs tend to have support from a bipartisan coalition of

lawmakers, the largest challenge for this proposal is how to pay for it. As discussed earlier in this agenda, legislation has been introduced in the form of the PARC Act that would tie together the LWCF and PILT, among other programs. However, given the bill's other controversial provisions, it is unlikely this will be achieved through that piece of legislation.

RECOMMENDED POSITION: ***Support*** full, long-term mandatory funding of the Payments In Lieu of Taxes (PILT) program, which enables local governments to rely upon PILT funds when budgeting.

FEDERAL ISSUE: Everglades Restoration and the Health of the Florida Bay

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Florida Bay is a large shallow lagoon bordered to the north by the Florida peninsula and to the south and east by the Florida Keys. A portion of the bay is located within Everglades National Park and is protected by the National Park Service (NPS), with the remainder lying within the Florida Keys National Marine Sanctuary, which falls under the jurisdiction of the National Oceanic and Atmospheric Association (NOAA). The Bay provides unique and critical habitat for many plants and animals, including several endangered species such as the Florida Manatee.

The NPS began long-term monitoring of Florida Bay in 1988 in order to collect and analyze hydrologic and salinity data from the Bay. At this same time, the Bay was suffering from tremendous (approximately 23,000 acres) of sea grass die off from hyper saline conditions with resulting algal blooms. Salinity levels are considered the primary driver of ecological conditions within the bay. Salinity levels are also the driver to maintain the state-established Minimum Flow and Level (MFL) for Florida Bay, an ecosystem-based protective standard established under Florida law.

The construction of water control structures and facilities within the Everglades throughout the 20th century has altered the natural hydrologic patterns of water in the region. Overtime, this has reduced the flow of freshwater into Florida Bay and changed the ecosystem of the Bay and other connected coastal regions. Managing these water flows to reduce the severity and frequency of hypersalinity events and algal blooms are among the goals of the Comprehensive Everglades Restoration Plan (CERP).

There are a number of projects and studies under various stages of development that are expected to, in the long run, improve the health of Florida Bay. These include modifications to the C-111 Canal General Reevaluation Report, Modified Water Deliveries, including the bridging of portions of Tamiami Trail, C-111 Spreader Canal, and the Central Everglades Planning Project.

- The C-111 Canal is the southernmost canal of the Central and Southern Florida Project and is located in south Miami-Dade County. The C-111 Canal courses through extensive marsh wetland prairie and coastal mangrove marsh before it empties into Manatee Bay. The canal serves a basin of approximately 100 square miles and is the final segment of the South Dade Conveyance System. It functions primarily to provide flood protection and drainage for the agricultural areas to the west and south of Homestead, Florida. The canal has had unintended effects on groundwater levels in Taylor Slough, and has contributed to the reduced discharge to northeastern Florida Bay and increased unseasonable discharges to Manatee Bay and Barnes Sound. Taylor Slough is a natural drainage feature of the Everglades that flows southwest into numerous tributaries that eventually empty into Florida Bay.
- The C-111 Project General Reevaluation Report (GRR) with integrated Environmental Impact Statement (EIS) was approved in 1994 and it authorized modifications to the original project as authorized by the Flood Control Acts of 1962 and 1968. The C-111 project is moving forward, and construction on the remaining project components was scheduled to begin in Fiscal Year 2015. Construction efforts were divided into 9 contracts. Contracts 1-7 are complete and under Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) by the non-Federal Sponsor. The completed contracts built the following features of the 1994 GRR recommended plan: Pump Stations 332B, 332C, 332D, the retention/detention area, C-111 Spoil

Mound Removal, Taylor Slough Bridge, and the S-331 Command and Control Facility. The remaining features to be constructed include the North Detention Area, which will connect this project with the Modified Water Delivers 8.5 Square Mile Area Detention Area (MWD 8.5 SMA STA. Plugging of the L-31W Canal. Plans and specifications (P&S) are complete for the North Detention Area, and the contract was scheduled for award in FY2015.

- The C-111 Spreader Canal Western Project focuses on the restoration of flows to Florida Bay via Taylor Slough as well as the restoration of the Southern Glades and Model Lands and coastal zone of Florida Bay. The bulk of the construction for the project was completed by the South Florida Water Management District in 2012. The effect of the C-111 Spreader Canal Western Project on adjacent park wetlands and on Florida Bay is being monitored and its effects will be evaluated after 3 years of monitoring and thus far, initial signals are positive. Rainfall-driven operational controls have not yet been implemented, but will be incorporated into future water control plans. The remaining phases of the C-111 Spreader Canal project are anticipated for completion in the 2019-2021 timeframe according to the latest CERP Integrated Delivery Schedule (IDS).
- The overall purpose of the Modified Waters Delivery (MWD) to Everglades National Park (ENP) project is to restore the natural hydrologic conditions in ENP, which was altered by the construction of roads, levees, and canals. There are four major components of MWD: 8.5 Square Mile Area Flood mitigation, Tamiami Trail Modifications, Conveyance and Seepage Control Features, and Combined Operation Plan. All four components are necessary to provide substantial flow increases to ENP.
    - The most well-known portion of this project is the bridging of the Tamiami Trail. A one mile bridge has been completed to date. In early 2015, the Department of Interior released a preferred alternative to bridge an additional 5.5 miles of the Trail called the Tamiami Trail: Next Steps project. The additional bridging will provide unconstrained flows of water to Northeast Shark River Slough (NESRS) in ENP. The resulting increased water volumes and improved flow distribution are expected to promote conditions conducive to the survival of myriad species of fish and wildlife. A contract award for 2.6 of the 5.5 miles yet to be completed is expected by January 2016 and a construction groundbreaking is anticipated in April 2016.
    - Flood mitigation work to protect a residential area near the project (the 8.5 Square Mile Area) will be complete in 2016.
    - Meanwhile, a set of significant changes to the operation of the local water management infrastructure that controls the flow of water to NESRS in ENP, known as Increment 1, began in 2015. The structural features of the MWD project finally allow this incremental increase in water flow. Planning and development of this field-test phase of the MWD project has been a complex, multi-year, interagency undertaking. Water flow into NESRS through the S-333 structure along the L-29 Canal will increase and water that seeps out of the park to the east will be returned to the park by use of the S-356 pump, also located along the L-29 Canal. Increment 1 is expected to continue for up to two years and is expected to produce small but important hydrologic benefits based on the additional water flow and seepage return. Water quality will be maintained because seepage water has low levels of total phosphorus and is of very good quality overall. Increased water flow and water quality are expected to improve habitat function and species composition and abundance, while promoting the build-up of soil and inhibiting soil loss. Increment 2 is expected to provide additional hydrologic and ecological benefits to NESRS, and data collected during the first two increments will be used in Increment 3 to design a new operational plan for the system.

- The C-111 North Detention area (a component of MWD and referenced above in the C-111 GRR) is still not complete and scheduled for completion in 2017.

- Finally, the Central Everglades Planning Project (CEPP) received its Corps of Engineers Chief's Report in 2015, thereby allowing for future Congressional authorization via the next Water Resources Development Act so the project may move to construction. CEPP intends to address criticism that a good portion of Everglades restoration to date has focused on the periphery of the remnant Everglades. CEPP seeks to respond to this concern by removing barriers to flow in the central Everglades in an effort to put the "river" back into the "River of Grass." CEPP, once fully constructed, is estimated to bring an average of 200,000 acre-feet of additional water from Lake Okeechobee into the Central Everglades each year. This is expected to reduce damaging discharges to the east and west coast estuaries while returning more flow to the Everglades. The new water will eventually flow into Everglades National Park under the 2.6-mile bridge scheduled for completion in 2019.

RECOMMENDED POSITION: ***Support*** efforts to improve the health of Florida Bay by restoring adequate fresh water flows through the Everglades. ***Support*** full completion of the C-111 Canal suite of projects. ***Support*** completion of the Modified Waters Delivery suite of projects and improved operational plan, including further modification to Tamiami Trail. ***Support*** authorization of the Central Everglades Planning Project via the next Water Resources Development Act.

FEDERAL ISSUE: Federal Aviation Administration - Authorization and Issues

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Congress passed an authorization of the Federal Aviation Administration (FAA) in February 2012, which extended the program through the end of Fiscal Year (FY) 2015. Congress then passed a short-term extension through March 31, 2016. Congress will now need to pass a new or extended FAA authorization prior to that date. A new FAA measure may include reforms such as updated software systems and a discussion of increases in taxes and fees.

Airport Improvement Program
Among other things, the FY 2012 legislation authorizes $3.35 billion annually for the Airport Improvement Program (AIP). AIP is a federal grant program that provides funds to public airports to improve safety and efficiency. The program is funded through taxes on airplane tickets and aviation fuel. This funding stream is critical to improvements at Key West International and Florida Keys Marathon Airports and is subject to annual appropriations by Congress. Between 2009 and 2013, Key West International experienced over 74 percent increase in passenger traffic. With this tremendous growth, it is critical to ensure that these airports can compete for sufficient federal funding as necessary to continue this trend.

In its FY 2016 budget, the Administration proposed a reduction in funding for AIP from $3.35 billion in FY 2015 to $2.9 billion by eliminating guaranteed funding for large and medium hub airports. The purpose of the proposal was to focus federal grant support on smaller commercial and general aviation airports that are less likely to have access to additional revenue or other outside sources of capital. The Key West International Airport is a small-hub airport.

At the same time, the budget would have allowed larger airports to increase non-federal passenger facility charges (PFC), thereby giving them greater flexibility to generate their own revenue. However, in the final FY 2016 omnibus appropriations bill, this was rejected by Congress, and the AIP program received its fully authorized limit at $3.35 billion.

Authorized by Congress in 1992, the PFC allows commercial airports controlled by public agencies to charge $3.00 per passenger through airline tickets. The PFC cap was raised in 2001 to $4.50, yet has not been increased since. Several airport groups, including the American Association of Airport Executives, advocate for local authority to raise the cap to $8.50 per enplanement in order to meet current needs and prepare for future demand. Given the need for investments in its airports, this is something Monroe County supports.

Fish Hook Non-Directional Beacon at Higgs Beach
The County would like the FAA to remove or relocate the Fish Hook non-directional beacon (NDB) currently located at Higgs Beach in Key West. The circa World War II radio tower and surrounding fencing occupies nearly an acre of a 16.5 acre County beach park in Key West. The park is in the midst of a major revitalization and Master Redevelopment Plan which calls for green space where the tower now stands. The park is at the southern terminus of the Florida Keys Overseas Heritage Trail bicycle pedestrian path and is a major tourist attraction and community amenity. In September 2009, FAA Technical Support Staff conducted a cursory review of the County's request and determined the NDB facility building and older antenna may be eliminated or the fenced area significantly reduced if replaced

by a smaller and more modern antenna. However, in December 2012, FAA regional staff conducted a site survey to determine the scope of work and availability of suitable sites for potential relocation of the NDB. Less than a month later, the FAA released its report and concluded the following:

- The existing NDB shelter and tower are not suitable for relocation and would need to be replaced.
- No suitable location for the NDB was found (Two alternate locations were found to be unsuitable).
- Due to the heavy density and nature of the island, land acquisition of private property would be timely and costly.

The County met with the FAA in 2013, at which time they were told the NDB is needed for redundancy purposes and could not be removed or relocated. The FAA argued that should all other technologies fail, the NDB is needed because it would still function during an emergency. Then, in April 2015, Rep. Curbelo sent a letter to the FAA requesting the agency consider relocating the beacon, to which the FAA again indicated that no suitable location is available.

Joint-Use of Naval Air Station Key West
Naval Air Station (NAS) Key West is located on Boca Chica Key near Key West. NAS Key West's national security mission provides operational and readiness support for the Department of Defense, Department of Homeland Security, Air National Guard, Army National Guard, and allied military forces.

The County has expressed an interest in utilizing NAS Key West as a joint-use facility due to limited runway length at Key West International Airport. At 4,801 feet, the runway is currently the shortest commercial runway in the country, which has deterred carriers from servicing the airport, thereby driving up ticket costs. Since the 1990's, the County has discussed joint-use of NAS Key West with the Navy. In 1995, however, the Navy issued a report disapproving joint-use at NAS Key West on the grounds that it would interfere with operational readiness. Since then, conversations between the County and the Navy regarding joint-use have occurred sporadically.

Sound Attenuation
Due to jet noise, activities at NAS Key West often negatively affect residents who live in the area. The FAA provides funding for sound attenuation activities at civilian airports. However, this funding is not available for military facilities. Monroe County would like to see changes to this policy in order to reduce the impacts of noise pollution from military aircraft on its residents.

RECOMMENDED POSITION: ***Monitor*** passage of a long-term FAA reauthorization bill in 2016. ***Support*** $3.35 billion in annual appropriations for the Airport Improvement Program. ***Support*** Monroe County's grant proposals for funding through the FAA Airport Improvement Program. ***Support*** an increase in the passenger facilities charge cap from $4.50 to $8.50. ***Support*** the removal or relocation of the non-directional beacon at Higgs Beach. ***Support*** continued efforts to establish a joint-use airport at Naval Air Station Key West. ***Support*** federal funding for sound attenuation activities around military air facilities.

FEDERAL ISSUE: Transportation Authorization

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: After the passage of several short-term authorizations following the expiration of MAP-21 in 2014, Congress finally passed, and the President signed, a five-year surface transportation authorization called the Fixing America's Surface Transportation (FAST) Act. The FAST Act generally maintains many of MAP-21's reforms, but makes a few changes to existing surface transportation programs, as well as slightly increases funding for those programs.

In developing the FAST Act, however, Congress did not address the need for a long-term, sustainable plan to finance our nation's transportation infrastructure. Fuel taxes, which provide most of the money for surface transportation, do not provide a solid long-term foundation for transportation funding growth and investment, even if Congress were to authorize a modest increase. Instead, the FAST Act relies on various budget gimmicks to fund surface transportation programs over the next five years, such as surplus money from the Federal Reserve, reducing the amount of interest the Fed pays to banks, and selling off part of the Strategic Petroleum Reserve.

Without the creation of a long-term, sustainable funding source, the Highway Trust Fund's deficit will continue to grow over the next five years, making future authorizations increasingly difficult. The choice then becomes finding new sources of income for an expanded program, or alternately, to settle for a smaller program that might look very different than the one currently in place. Less federal funding via a future transportation reauthorization bill would mean significantly less funding available to FDOT, and ultimately Monroe County, to support both surface transportation and transit projects and programs.

Card Sound Bridge

Card Sound Bridge connects southern Miami-Dade County to Monroe County via toll. Monroe County is primarily responsible for operating and maintaining the bridge. It is one of only two roads that connect the Keys with mainland Florida. The bridge is roughly 50 years old and currently undergoing a ten-year update. However, it will likely need to be fully replaced after that time.

MAP-21 eliminated the Highway Bridge Program in 2012. Instead, bridges located on the Interstate or the National Highway System were eligible to receive funding through the National Highway Performance Program (NHPP). Bridges that were not located on this federal-aid system, such as Card Sound Bridge, as well as many others in Monroe County, were provided a separate set-aside in the Surface Transportation Program (STP). This resulted in a nearly 30 percent decrease in funding for on- and off-system bridges. The FAST Act, however, attempted to correct this by expanding the NHPP to allow funding for on-system bridges. This more than repairs the cut to on-system bridges under MAP-21. Meanwhile, the bill maintains the STP set-aside for off-system bridges.

RECOMMENDED POSITION: ***Monitor*** proposed changes to federal highway programs. ***Monitor*** efforts to enhance federal transportation revenue streams. ***Support*** the continuation of dedicated bridge funding through the Surface Transportation Program or other avenues. ***Support*** opportunities to secure funding for Monroe County's priorities via federal highway legislation or other means.

FEDERAL ISSUE: RESTORE ACT

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: In April 2010, an explosion at the BP-operated Deepwater Horizon oil rig caused the worst oil spill in U.S. history, with almost 5 million barrels of oil spilling into the Gulf of Mexico.

In the summer of 2012, Congress passed the RESTORE Act, which established the Gulf Coast Restoration Trust Fund and mandated that 80 percent of Clean Water Act (CWA) civil damages from the spill be allocated directly to the five impacted states, including Florida. The legislation also contained additional, Florida-specific language as to how the state's allocation should be spent by the Gulf Consortium and the individual counties along the Gulf.

Since the spill, BP settled with the federal government for $4.5 billion to resolve criminal charges against it. This funding is allocated by the National Fish and Wildlife Foundation as well as directed to other trust funds. BP also agreed to provide an interim payment of $1 billion to repair natural resources via the Natural Resource Damage Assessment (NRDA) process. Based on the law, this last payment is tax-deductible for the company.

A civil trial between BP and the Department of Justice (DOJ) began in 2013, and in 2014, a U.S. District Court judge ruled that BP was "grossly negligent" in the Deepwater Horizon spill, citing the company's extreme measures to cut costs despite safety risks. In January 2015, the same judge ruled that BP dumped 3.2 million barrels of oil into the Gulf during the disaster.

Meanwhile, in 2013, DOJ settled with Transocean for their role in the Deepwater Horizon spill. As a result of the agreement, Transocean will pay $1 billion in CWA fines, resulting in the first allocation of funding to be distributed via the RESTORE Act. From this initial settlement, Monroe County will receive a direct allocation of $1,163,546.

In July 2015, BP and DOJ reached a settlement for all federal and state claims in which BP will pay $5.5 billion over 15 years in CWA fines. BP will also pay $4.9 billion in economic claims to the Gulf states, including $2 billion to Florida; $7.1 billion (not including the $1 billion already committed by BP) in NRDA claims, including $680 million for Florida and $350 million for region-wide claims; and approximately $600 million to resolve the economic loss claims of local governments. That settlement is subject to be finalized Spring 2016.

These CWA fines will flow to the Gulf States via the RESTORE Act. The Department of the Treasury and the Gulf Coast Ecosystem Restoration Council are tasked with implementing the RESTORE legislation. Treasury published a final rule for the RESTORE Act on December 14, 2015, with an effective date of February 12, 2016. From within the Treasury-administered Trust Fund, Monroe County is receiving $1,184,925 in Direct Component funding as a first distribution, as well as $12,434,783 from the Spill Impact Component, which was split evenly among the Gulf counties in Florida. Further distributions of Direct Component funds will result from finalizing the settlement referenced above.

The RESTORE Act also established the Gulf Coast Ecosystem Restoration Council (the Council), which is responsible for administering 60 percent of the total funding allocated to the Trust Fund. Thirty percent of the Trust Fund is to be used by the Council to develop and fund a Comprehensive Plan for the

restoration of the entire Gulf Coast ecosystem, and the remaining thirty percent is to be distributed under the Spill Impact Component. The Council includes the Secretaries of the Interior, Commerce, Agriculture, the Administrator of the Environmental Protection Agency, Secretary of the Army for Civil Works, the head of the Coast Guard, and the Governors of each state. Project and program requests for initial funding from the Transocean settlement under the Council's Comprehensive Plan were due in late 2014.

In August 2015, the Council released their draft Funded Priorities List (FPL). This draft FPL proposed to fund approximately $139.6 million in restoration activities with a focus on 10 watersheds in the Gulf. It also included Category I and Category II projects, with Category I projects to receive funding once the FPL is finalized and Category 2 projects to be considered for funding in the future. The draft FPL, however, did not include any watersheds south of Tampa Bay. The list was open for public comment until September 2015.

Then, in September 2015, the Council released a proposed regulation to implement the Spill Impact Component of the RESTORE Act. It includes a formula based on three criteria to determine how much funding each state will receive. There are some concerns regarding one of the criteria, which is based on population, because it calculate the average population for each coastal county bordering the Gulf of Mexico within a state. Therefore, using this calculation, the Council finds that Alabama, which only has 2 coastal counties, has the largest average population, and Florida, which has 20+ coastal counties, comes in second.

Meanwhile, the County supports efforts to allow bonding of future anticipated receipts to allow for quicker restoration progress and also to minimize likely administrative costs of the 15-year RESTORE program.

Monroe County's Projects
The National Marine Sanctuary's Water Quality Protection Program (WQPP), mandated by Congress and developed jointly with the EPA, NOAA, the state of Florida and Monroe County, is a comprehensive suite of scientifically-based projects centered on critical ecosystem components. Under the federal requirements of the WQPP, Monroe County is required to halt degradation and improve water quality by implementing corrective actions related to wastewater treatment, stormwater runoff, and canal water degradation. The County submitted a suite of projects under WQPP to the Florida Department of Environmental Protection (FDEP) for their consideration as one of Florida's five initial projects for inclusion in the Council's Comprehensive Plan. Unfortunately, FDEP did not include any of these projects in their recommendation to the Council, which will fund projects using Transocean money.

Related to WQPP, the County advocated for inclusion of FKWQIP as one of the Corps' five recommendations to the Council, which was also supported by Senator Bill Nelson. The Corps submitted their recommendations to the Council, but did not seek funding for FKWQIP as one of their initial project suggestions. However, there will likely be additional opportunities for the County to seek funding for WQPP and FKWQIP as additional funding is provided via the RESTORE Act.

RECOMMENDED POSITION: ***Monitor*** federal implementation of the RESTORE Act to ensure continued benefit to Monroe County. ***Support*** efforts to secure funding for Monroe County's water quality and environmental priorities.

FEDERAL ISSUE: Climate Change and Sea Level Rise

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: The Florida Keys is on the front lines of climate change, facing such potential impacts as sea level rise and increased hurricane intensity. Given the County's unique vulnerabilities to sea-level rise, as well as its international presence as a premier tourist destination, Monroe County has an opportunity to demonstrate leadership on this issue through the implementation of key policies, practices and investments that will prepare the County for the impacts of climate change. As a result, the County is acting now to enact local policies to combat the future effects of climate change.

In 2016, Monroe County completed a comprehensive study on the effects of local sea level rise and climate change mitigation strategies called GreenKeys. The study utilizes a planning scenario for sea level rise of 9 to 24 inches in the next fifty years. The data also shows that even using a conservative estimate of sea level rise, several streets and portions of the County can expect to see significant flooding on a regular basis.

In 2013, the County developed the Monroe County Community Climate Action Plan (MCAP), which outlines a course of action for the County to minimize climate change impacts and increase the sustainability of the Florida Keys. MCAP includes initiatives to reduce energy use and waste, create local jobs, improve air quality, and preserve Monroe's local landscape and history.

Other communities in Florida also recognize the risk climate change poses to their citizens, infrastructure, and economies. Monroe County partnered with Miami-Dade, Broward, and Palm Beach Counties in 2010 to form the Southeast Florida Regional Climate Change Compact as a way to coordinate climate mitigation and adaptation activities across county lines. The Compact represents a new form of regional climate collaboration designed to allow localities to plan for adaptation while providing an efficient means for state and federal agencies to engage with technical assistance and support. Monroe County hosted the 7th Annual Florida Regional Climate Leadership Summit in December 2015, which focused on facilitating climate-related collaboration and knowledge sharing.

Given the makeup of the current Congress, passage of climate change legislation is unlikely in the near future. However, climate change is perceived to be a hallmark issue of the Obama Administration and his executive efforts, including recently proposed environmental regulations and climate change agreements with China and other nations, will keep the issue at the forefront of policymaker's minds in Washington. Therefore, it is even more imperative to keep the focus on this issue through advocacy and discussions with members of Congress about the current and future effects of climate change on coastal communities such as Monroe County.

RECOMMENDED POSITION: ***Monitor*** federal climate change legislation and executive actions. ***Support*** federal efforts to address climate change and mitigate sea level rise. ***Support*** the federal legislative priorities of the Southeast Florida Regional Climate Change Compact.

FEDERAL ISSUE: Waters of the United States

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: A series of decisions by the U.S. Supreme Court over the past decade imposed restrictions on the scope of wetland regulation governed by Section 404 of the Clean Water Act (CWA), which regulates "dredge and fill" activities in navigable waters and their adjacent wetlands. Opponents of these restrictions have urged Congress to redefine Waters of the U.S. (WOTUS), and apply that definition to all aspects of the CWA.

As legislation along those lines failed to pass previous Congresses, the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers (ACOE) over the past several years developed guidance first, and now a final rule, to redefine WOTUS. There is concern that this effort may expand the definition of WOTUS to include tributaries, ditches, canals, and other water bodies that can potentially drain into navigable waters, interstate waters, or the territorial seas. These water bodies are likely to be subject to new requirements, and some waters currently covered by a permit could be subject to additional monitoring and regulation when those permits are renewed.

Despite a significant amount of opposition to the rule, Congress has thus far been unsuccessful in its attempts to block or alter implementation of it. The House passed H.R. 1732 in May of 2015, which would withdraw the rule and call for a new rulemaking process that engages state and local governments. The Senate failed to pass a similar bill, however, but did pass a resolution of disapproval against the rule. This will be vetoed by the President if it is also passed by the House.

Meanwhile, efforts to include a "policy rider" on the FY 2016 omnibus that would ban the use of federal funds to implement WOTUS during the fiscal year were unsuccessful. Omission of this was likely part of the tradeoff between supporters of lifting the export ban on crude oil and environmentalists.

Ultimately, the Courts are likely to decide the fate of WOTUS. In August of 2015, a federal judge in North Dakota found that 13 states suing to block implementation of the rule met the conditions for a preliminary injunction, halting implementation of the rule in those states. Florida was not one of them. Then, in October of 2015, the Sixth Circuit Court in Cincinnati issued a nationwide stay on WOTUS to allow for a more deliberative determination of whether the rule is "proper under the dictates of law." This means all implementation of the rule is currently halted. It may take years for this to be fully resolved.

RECOMMENDED POSITION: ***Monitor*** activity related to the implementation of the EPA's rule on Waters of the U.S.

FEDERAL ISSUE: Energy Exploration

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Active energy drilling currently occurs in both the western and central Gulf of Mexico, while nearly the entire eastern Gulf is protected from drilling until 2022 by the Gulf of Mexico Energy Security Act of 2006 (GOMESA).

For many years, the federal government has developed five-year Outer Continental Shelf (OCS) Oil and Gas Leasing programs to guide energy exploration activities in federal waters. The most recent plan, developed for 2012-2017, did not propose to lease any areas in the Atlantic OCS for oil and gas drilling. However, the Administration's plan did indicate that it would allow seismic analyses to determine energy resource potential in areas of the Atlantic OCS from Delaware to parts of Florida.

In February 2014, the Department of Interior's (DOI) Bureau of Ocean Energy Management (BOEM) finalized a Programmatic Environmental Impact Statement (PEIS) on seismic air-gun testing for offshore oil and gas exploration in the Atlantic Ocean, which opens the door for industry groups to conduct the first new oil and gas surveys in three decades. Specifically, the plan allows for the deployment of high-volume air-guns in federal waters to pinpoint the depth and size of oil and gas deposits. While it is viewed by many to include stringent regulations to mitigate against the effects these air guns may have on wildlife, some argue that the testing will still have devastating impacts on the affected areas.

The PEIS was accepted in July of 2014 and seismic testing is expected to begin this year. Should the analysis of the seismic surveys be completed in time for potential inclusion in the next DOI OCS Oil and Gas Leasing Program for 2017-2022, some believe that drilling could take place in areas identified as having resource potential as early as 2020. Senator Nelson and 10 other members of the Florida delegation sent a letter to President Obama expressing their disapproval of the decision, citing the effects seismic testing could have on Florida's wildlife and fisheries. BOEM is currently preparing a new OCS Oil and Gas Leasing Program for 2017-2022; and, in January of 2015, released its Draft Proposed Program. The draft recommends opening up part of the Atlantic OCS for one lease sale to perform drilling off the coast between Virginia and Georgia in 2021.

Meanwhile, the eastern Gulf of Mexico is protected from drilling until 2022 by GOMESA, but the law does not prohibit seismic testing from being included in the next five-year OCS Oil and Gas Leasing Program, nor prohibit any future Administration from allowing such testing. In addition, Senator Bill Cassidy (R-LA) introduced S. 1276, the Offshore Energy and Jobs Act, with his colleagues Sens. Vitter (R-LA), Wicker (R-MS), Cornyn (R-TX), and Cochran (R-MS). Among other things, the bill would alter the section of GOMESA that blocks oil and gas drilling at least 125 miles from the west coast of Florida until 2022. Instead, Sen. Cassidy's legislation would allow drilling 50 miles off the west coast of Florida. In response, Bill Nelson in the Senate and David Jolly in the House of Representatives, along with Sen. Markey (D-MA) and Reps. Buchanan, Clawson, Graham, and Murphy (all Florida), introduced legislation to extend the existing ban on drilling from 2022 to 2027 (S. 1430 and H.R. 2630, respectively).

Meanwhile, the Senate Energy and Natural Resources Committee approved a bill titled the Offshore Production and Energizing National Security (OPENS) Act, which is similar to the Cassidy bill in that it would allow new energy production on the OCS in the eastern Gulf of Mexico, the South Atlantic, and in the waters off of Alaska. The OPENS Act would also expand offshore revenue sharing to Florida in 2017 for leases in the eastern Gulf of Mexico. Currently, only Texas, Louisiana, Mississippi, and Alabama

receive revenue from offshore drilling activities in the Gulf of Mexico. The bill would also direct the Interior Department to hold lease sales in the eastern Gulf in 2018, 2019, 2020, and after 2022.

Unfortunately, momentum for expanded offshore energy development continues in both Congress and the Administration. The OPENS Act, and other similar pieces of legislation, will face a considerable uphill climb in Congress, but as the Administration becomes increasingly amenable to offshore energy exploration and harvesting, we could see additional areas opened for leasing.

Onshore Energy Development (Hydraulic Fracturing)
The rapid expansion of oil and gas extraction using hydraulic fracturing — both in rural and more densely populated areas — has raised concerns about its potential environmental and health impacts. These concerns have focused primarily on impacts to groundwater and surface water quality, public and private water supplies, and air quality.

In Florida, the Burnett Oil Company submitted a proposal to the National Park Service (NPS) to conduct a seismic survey of 110 square miles within Big Cypress Preserve. Similar to offshore seismic testing, a seismic survey is a preliminary research technique used to determine the presence of oil and gas below the surface of the ground, which may lead to future harvesting in those areas found to be rich with resources. Senator Nelson sent a letter to the DOI on July 31, 2015 in strong opposition to seismic testing within the Preserve. The NPS completed an Environmental Assessment (EA) for the proposal and took public comments on the EA until January 4.

In terms of non-federal land, states broadly regulate oil and gas exploration. In Florida, oil and gas extraction activities are managed by the Department of Environmental Protection. State laws and regulations governing unconventional oil and natural gas development have evolved in response to changes in production practices, largely due to the use of high-volume hydraulic fracturing in combination with directional drilling. However, state regulations vary considerably, leading to calls for more federal regulation of unconventional oil and natural gas extraction activities.

In March of 2015, DOI finalized regulations for hydraulic fracturing on public lands, which will allow government workers to inspect and validate the safety and integrity of barriers lining the fracking wells, require companies to publically disclose the chemicals used in fracturing, and set safety standards for how companies can store and dispose of used fracking chemicals. The rule only applies to federal lands, and states still retain control of hydraulic fracturing on state and private lands.

In response to the rule, proponents of hydraulic fracturing introduced legislation to weaken the rule. Sen. James Inhofe (R-OK) introduced the Fracturing Regulations are Effective in State Hands Act (S. 828), which would give states sole authority over hydraulic fracturing on any land within their boundary and require that hydraulic fracturing on federal land comply with the laws and regulations of the state in which the land is located. The bill currently has 28 cosponsors.

Meanwhile, supporters of increasing federal regulations for hydraulic fracturing have also introduced legislation. Rep. Matt Cartwright (D-PA) introduced the Closing Loopholes and Ending Arbitrary and Needles Evasion of Regulations (CLEANER) Act of 2015, which would close a loophole that allows oil and gas producing companies to avoid hazardous waste disposal requirements. The bill has 100 cosponsors.

In addition, Rep. Diana DeGette (D-NY) introduced the Fracturing Responsibility and Awareness of Chemicals (FRAC) Act in the House (H.R. 1482) and Sen. Bob Casey (D-PA) introduced a Senate version of the bill (S. 785) in March of 2015. Those bills would define hydraulic fracturing as a federally regulated activity under the Safe Drinking Water Act, which would subject fracking activity to underground drinking water protections and require industry to disclose the chemicals used in hydraulic fracturing. The bills have 62 and 11 cosponsors, respectively.

RECOMMENDED POSITION: ***Monitor*** the potential expansion of offshore energy exploration in Florida's federal waters. ***Monitor*** federal discussion regarding hydraulic fracturing for impacts to future Florida oil and gas extraction.

FEDERAL ISSUE: Oil Spill Protection

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: The Oil Pollution Act (OPA) was passed by Congress and signed into law in August 1990 in response to rising public concern following the 1989 Exxon Valdez oil spill. The OPA expanded the authority of the federal government to prevent and respond to oil spills.

The OPA created the Oil Spill Liability Trust Fund, from which one billion dollars per spill is available for such activities as expediting payments for those involved in cleanup efforts, payment of claims for uncompensated removal costs and damages (e.g., financial losses of fishermen, hotels, and beachfront businesses), and payments to a state or local governments for increased public services and the net loss of government revenue. The Trust Fund is primarily funded by an 8-cent-per-barrel tax on oil. This rate is scheduled to increase to 9 cents per barrel in 2017, which is also scheduled as the final year of the tax.

The OPA established several new regulations related to oil transportation, and broadened the scope of damages for which an oil spiller would be liable, including:

- injury to natural resources,
- loss of personal property (and resultant economic losses),
- loss of subsistence use of natural resources,
- lost revenues resulting from destruction of property or natural resource injury,
- lost profits resulting from property loss or natural resource injury, and
- costs of providing extra public services during or after spill response.

Under OPA, holders of leases or permits for offshore facilities are liable for all cleanup costs, plus non-cleanup and containment damages up to $75 million per spill. Although this was a significant increase from before OPA was enacted, it is important to recognize that this also capped the liability for which BP could be held responsible for the Deepwater Horizon oil spill.

In response, Senator Robert Menendez (D-NJ) and several other senators, including Senator Bill Nelson, attempted to pass the Big Oil Bailout Prevention Unlimited Liability Act, a bill to raise the $75 million cap limit to $10 billion, retroactive to before the spill occurred. This effort was blocked by other Senators on the grounds that it would deter small companies from deepwater drilling. The bill was reintroduced in the 113th Congress but again failed to pass.

In February 2014, the Obama Administration announced a proposed rule to raise the liability cap under a provision in OPA that provides for the limit on damages liability to be periodically adjusted by regulation to reflect significant increases in the Consumer Price Index. On December 12, 2014, the Bureau of Ocean Energy Management finalized their rule, increasing the liability cap from $75 million to $133.65 million, the most allowable under OPA.

Monroe County would like to see additional changes to OPA and other associated laws to ensure that the Oil Spill Liability Trust Fund is capable of addressing Spills of National Significance where there is no financially viable or legally responsible party, and that local governments may act as first responders in an effort to protect communities and be reimbursed for actions undertaken to protect resources and restore damaged areas during oil spill events.

RECOMMENDED POSITION: ***Support*** revisions to the Oil Pollution Act of 1990 and other associated laws to ensure that local governments may act as first responders in an effort to protect local communities, and be reimbursed for their actions undertaken to protect their resources and restore damaged areas during oil spill events, and the Oil Spill Liability Trust Fund is capable of addressing Spills of National Significance where there is no financially viable or legally responsible party.

FEDERAL ISSUE: Property Assessed Clean Energy Legislation and Guidance

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Property Assessed Clean Energy (PACE) programs aim to support energy efficiency and clean energy, and in Florida wind resistance, investments by homeowners and commercial property owners. This eliminates the upfront cost barriers of those investments and ensures that current and future property owners fairly share the costs and benefits of the improvements.

PACE is a financing tool that allows a home or property owner to receive low-interest financing for energy efficiency, renewable energy and wind resistance improvements, thereby saving that property owner money on their utility bills. PACE financing is repaid through a voluntary long-term assessment on a homeowner's property taxes over a longer time period that matches the useful life of those improvements. If a property owner sells their property, the repayment obligation, as well as the benefits of the energy improvements, can transfer to the next property owner.

In 2010, Fannie Mae and Freddie Mac raised concerns due to the senior lien status PACE financing takes over a mortgage as a local government assessment. Because Fannie and Freddie underwrite nearly ninety percent of new mortgages, this slowed the development of PACE programs. During that time, numerous PACE programs did develop and grow and currently over $1 Billion of PACE projects have been completed across the country. In August of 2015, the Administration announced an effort to create guidelines for PACE programs. Under new guidance, which is anticipated to be released spring of 2016, PACE financing maybe subordinated in some limited cases; and those properties with subordinated PACE financing will be able to be purchased and refinanced with a federally-backed mortgage from Fannie Mae and Freddie Mac. Other guidelines are anticipated to address consumer protection issues.

Florida's PACE statute is unique in that it includes wind resistance improvements in terms of what can be financed in a PACE program. Recently, the State of Alabama passed similar state legislation that includes flood mitigation in the types of improvements that PACE programs can undertake. Monroe County supports such an expansion of PACE in Florida.

RECOMMENDED POSITION: ***Support*** legislation and guidelines that would allow for the creation of residential and commercial PACE programs in Monroe County to finance a number of home and commercial property improvement projects including energy efficiency, flood mitigation, or hurricane protection.

FEDERAL ISSUE: Continuum of Care Program – Federal Homeless Assistance

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: In 1987, Congress passed the McKinney-Vento Homeless Assistance Act as a response to the increase in homelessness in the United States. It originally created several programs within the Department of Housing and Urban Development (HUD) that focused on combating the root causes of homelessness. The McKinney-Vento Act has been amended many times, most recently in 2009, when President Obama signed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The HEARTH Act updated and expanded the definition of homelessness and made changes to existing programs under McKinney-Vento. Also under the HEARTH Act, three previously separate HUD homeless assistance programs - the Supportive Housing Program (SHP), Shelter Plus Care program (S+C), and the Single Room Occupancy (SRO) program - were grouped under the umbrella of the Continuum of Care (CoC) program.

The CoC program provides competitive grant funding to local governments and non-profits. It requires communities seeking funds to develop a Continuum of Care system designed to address the critical problem of homelessness through a coordinated community-based process of identifying needs and building a system to address them. The approach is predicated on the understanding that homelessness is not caused merely by a lack of shelter, but involves a variety of underlying, unmet needs, including physical, economic, and social.

Under the CoC program, the SHP provides assistance to help the homeless transition from their current state to a more stable living situation. The goals of the program are to provide assistance to help the homeless achieve residential stability and foster independence through programs that increase skills and/or income levels.

The S+C program provides rental assistance that, when combined with social services, provides supportive housing for homeless people with disabilities and their families. The program allows for a variety of housing choices, such as group homes or individual units, coupled with a range of supportive services.

The SRO was created to expand suitable residential opportunities for homeless individuals. This has been accomplished through compensating owners of eligible SRO residences, for a period of 10 years, for improvements made to kitchen and bathroom facilities, as well as providing rental assistance for the residents that occupy those units.

Under the HEARTH Act, HUD added 12 new eligible activities for funding under the CoC program, which include the following: housing search mediation or outreach to property owners; credit repair; provision of security or utility deposits; rental assistance for a final month at a location; assistance with moving costs; and/or other activities that help homeless individuals move immediately into housing or would benefit individuals who have moved into permanent housing in the last six months. In addition, the HEARTH ACT requires established CoC's to rank their projects for funding into two categories: Tier I new or renewal projects, which are most likely to receive funding; and Tier II new or renewal projects, whose funding is dependent on the resources still available and the strength of the CoC's application.

The Monroe County Continuum of Care is the lead agency designated by HUD and the State of Florida for coordinating and planning homeless services in the Florida Keys. The CoC organizes the

collaboration of local agencies, including Monroe County Social Services and the Monroe County School District, to provide critical supportive services for the homeless.

The CoC competitive grants are funded through the Homeless Assistance Grants account for HUD. In Fiscal Year (FY) 2015, Congress provided $2.135 billion in the omnibus appropriations bill for Homeless Assistance Grants. Then, the Administration proposed an increase to $2.480 billion for these grants in its FY 2016 budget request. Congress ultimately provided $2.25 billion in the FY 2016 omnibus appropriations bill.

RECOMMENDED POSITION: ***Support*** continued adequate annual funding for Department of Housing and Urban Development Homeless Assistance Grants, particularly for the Continuum of Care Program.

FEDERAL ISSUE: Older Americans Act Programs

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Most federal programs that exist for the delivery of social and nutritional services for the elderly in Monroe County emanate from the Older Americans Act (OAA). These include supportive services, congregate nutrition services (meals served at group sites such as senior centers, schools, churches, or senior housing complexes), home-delivered nutrition services, family caregiver support, community service employment, and services to support the health, and prevent the abuse, neglect, and exploitation, of older persons.

The majority of the funding for OAA grant programs goes through the Department of Health and Human Services' Administration for Community Living (ACL), which provides formula funds directly to state and local agencies that deliver services to the elderly. The ACL also offers some competitive opportunities. For Monroe County, most of the funds are obligated to the Alliance for Aging, Inc. from the Florida Department of Elderly Affairs.

The federal government provides some flexibility for spending allocated OAA funds in areas where there is a greater need. These services are available to all persons aged 60 and older, but are targeted to those with the greatest economic or social need, particularly low-income and minority persons and the elderly who live in rural areas.

During a time when funding for many federal domestic programs has been significantly reduced, appropriations provided for the ACL have remained relatively stable. Between Fiscal Years (FY) 2013-2015, funding for the ACL was $1.47 billion, $1.61 billion, and $1.62 billion, respectively. For FY 2016, the Administration proposed a slight increase to $2.1 billion for the ACL and its programs. Congress, however, provided $1.96 billion for the ACL in the FY 2016 omnibus.

Though the OAA's authorization expired in FY 2011, Congress has continued to provide funding for these programs through annual appropriations. In July of 2015, Senator Lamar Alexander (R-TN), Chairman of the Senate Health, Education, Labor and Pensions Subcommittee on Primary Health and Aging, reintroduced legislation to reauthorize the OAA. The Older Americans Act Reauthorization Act of 2015 (S.192) is a bipartisan effort with Senator Bernie Sanders (I-VT) and has 25 other cosponsors. It is awaiting consideration at the committee level.

RECOMMENDED POSITION: ***Support*** continued adequate annual funding for Older Americans Act programs that support critical social service programs serving elderly persons in Monroe County.

FEDERAL ISSUE: Social Services Block Grant

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: The Social Services Block Grant (SSBG) is a federal program administered by the U.S. Department of Health and Human Service's Administration for Children and Families that provides funding to the states for social services for eligible populations. The program is permanently authorized under the Social Security Act.

States have broad discretion over how to utilize the funds, but SSBG is generally used to meet at least one of the following goals: 1) achieving or maintaining economic self-support; 2) achieving or maintaining personal self-sufficiency; 3) preventing or remedying neglect; 4) preventing or reducing inappropriate institutional care by providing for community-based care; and 5) securing referral or admission for institutional care when other forms of care are not appropriate. Services may include daycare, protective services, services to persons with disabilities, foster care, adoption, case management, health-related services, transportation, meal delivery, or any other services found necessary by the state that meets eligible criteria.

In Fiscal Year (FY) 2015, the state of Florida received an SSBG allocation of just over $96 million, distributed over four quarters. Meanwhile, for the first quarter of FY 2016, the state of Florida received just over $19 million.

The SSBG program has seen stable funding over the past several years. It was funded at $1.7 billion in FY 2015. The Administration proposed level funding for the program in its FY 2016 budget request, which was also ultimately granted by Congress in the FY 2016 omnibus.

RECOMMENDED POSITION: ***Support*** continued adequate funding for the Social Services Block Grant program.

FEDERAL ISSUE: Mental Health Care

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: It is estimated that more than 50 million Americans experience some form of mental illness each year, with 11 million considered severely mentally ill. Millions of those who suffer (approximately 40 percent), however, are not able to access the treatment they need. Even when care is delivered, it is often delayed for more than two years after the illness first appears.

There has been a renewed interest in mental health care over the past several years. The Patient Protection and Affordable Care Act (ACA, also known as "Obamacare") included significant reforms to mental health coverage. Specifically, the legislation named mental health treatment as an essential health benefit that insurance plans are required to cover. While most large-group plans previously offered some kind of mental health benefits, only 18 percent of small-group and individual plans covered mental health. Furthermore, it is estimated that the Medicaid expansion under the ACA has provided as many as 2.8 million people who suffer from a serious mental illness with coverage.

In addition to these provisions, the Administration has begun to implement the 2008 Mental Health Parity and Addiction Equity Act, which requires insurers to cover mental health at a level that is comparable to their physical health coverage.

Despite these recent efforts, more can be done to address mental health care. In Congress, Rep. Tim Murphy (R-PA) introduced the Helping Families in Mental Health Crisis Act (H.R. 2646), which would reorient the mental health system from its focus on serving the largest number of highest functioning patients towards providing treatment for the most seriously mentally ill instead. Specific initiatives within the legislation include: replacing the Substance Abuse and Mental Health Services Administration (SAMHSA) with an Assistant Secretary for Mental Health within the Department of Health and Human Services, lifting a 16-bed cap on inpatient psychiatric hospital beds under Medicaid, advancing tele-psychiatry to link primary care doctors with mental health providers in areas where patients do not have access to such services, increasing funding for brain research to better understand the underlying causes of mental illness, extending health IT so mental health providers can better coordinate with primary care physicians, and implementing criminal justice reforms so patients are treated within the healthcare system and not through the justice system, among several other provisions.

There are some concerns, however, relating to several controversial provisions within H.R. 2646, including those that would make it easier to require people with severe mental illness to seek treatment against their will, provide families members with access to the mentally ill individual's medical records, and essentially eliminate SAMHSA. Despite these concerns, H.R. 2646 has 168 bipartisan cosponsors.

Meanwhile, Sens. Bill Cassidy (R-LA) and John Thune (R-SD) have both introduced similar bills in the Senate – the Mental Health Reform Act of 2015 (S. 1945) and the Family Health Care Accessibility Act of 2015 (S. 2151), respectively.

In January 2016, President Obama issued several executive actions related to gun control and mental health. As part of that announcement, President Obama requested $500 million from Congress in his FY 2017 budget request to increase access to mental health services.

Lastly, as part of the effort by Congress to pass criminal justice reform, the Comprehensive Justice and Mental Health Act of 2015 (S.993/H.R. 1854) was introduced in the House and Senate. This bill would reauthorize and update the Mentally Ill Offender Treatment and Crime Reduction Act to help facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance abuse systems to ensure those with mental illness receive the care they need. The Senate unanimously passed S. 993 in December 2015 and the House Judiciary Committee approved H.R. 1854 in January 2016. It has not yet been passed by the full House, but generally has bipartisan support.

RECOMMENDED POSITION: ***Support*** legislation that responsibly expands treatment options and support for the mentally ill.

FEDERAL ISSUE: Public Safety Programs

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Federal grant funding for many Department of Justice (DOJ) and Department of Homeland Security (DHS) programs are provided as block grants with each state receiving a certain amount of funding, generally linked to population. That funding is then passed through to local jurisdictions to help support police, fire, emergency management, and homeland security functions. Examples of these formula programs include the Emergency Management Performance Grant (EMPG) and the Byrne Justice Assistance Grant (JAG).

In other instances, funding from federal programs is made available to local governments via competitive grant solicitations. Competitive program funds can be used to hire police officers through Community Oriented Policing Services (COPS) or firefighters through Staffing for Adequate Fire & Emergency Response Grants (SAFER), and purchase equipment through the Assistance to Firefighters Grant (AFG). There is also another category of grants that are distributed to certain recipients based on specific criteria, such as the Urban Area Security Initiative (UASI), which provides funds to eligible regions to help communities prepare for, prevent, respond to, and recover from potential attacks and other hazards.

Monroe County has benefited from several of these federal programs in the past, while other programs offer competitive grant opportunities from which the County may seek funds.

In FY 2015, Congress provided funding for the COPS and JAG programs at $180 million and $376 million, respectively. Both the AFG and SAFER fire-related grants each received $340 million, and UASI received $600 million. EMPG, meanwhile, received $350 million.

For FY 2016, the Administration proposed increases for the COPS hiring program to $249.5 million and the JAG program to $388 million. As in recent budget requests, the Administration recommended lumping several DHS grant programs into one "National Preparedness Grant Program." These programs included AFG, SAFER, UASI, and EMPG. For FY 2016, the Administration has suggested funding the program at $2.2 billion.

Congress, however, again rejected this proposal and provided both AFG and SAFER with $345 million each, while EMPG was funded at $350 million and UASI at $600 million. Meanwhile, the COPS program received $187 million and JAG received $476 million.

Emergency Operations Center
Meanwhile, the Monroe County Emergency Operations Center (EOC) in Marathon is woefully inadequate for the threats that natural events pose to the Florida Keys. A new facility will cost roughly $25 million. $100 million in federal funding for the construction of EOC's was provided via the stimulus legislation of President Obama's first term. However, since then, Congress has not provided additional funding for the construction of EOC's and potentially applicable grant programs will not allow applications for EOC construction, making securing federal funding for the construction of an EOC difficult in the near-term.

RECOMMENDED POSITION: ***Support*** continued funding for the wide variety of DOJ and DHS grants, i.e., Community Oriented Policing Services, Byrne Justice Assistance Grants, Emergency Management Preparedness Grants, Assistance to Firefighters Grants, Staffing for Adequate Fire and Emergency

Response Grants, Urban Areas Security Initiative grants, and other security-specific grants. ***Support*** any Monroe County applications for these funds. ***Support*** federal funding for the construction of Emergency Operations Centers.

FEDERAL ISSUE: Tourist Development Taxes

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: In the 111th and 113th Congresses, attempts were made to insert language into various pieces of legislation that would have exempted online travel brokers (Expedia, Travelocity, etc.) from remitting the full bed tax rate collected from consumers to the appropriate local government. For instance, if an online travel broker were to pay $60 for a room in Monroe County and then sell that room to a consumer for $100, they would be able to, under the proposal, only remit $6 dollars to the local government instead of $10 (using a 10 percent bed tax for illustrative purposes).

In 2009, Monroe County filed an action on behalf of itself and 32 other Florida local governments against a number of online travel companies alleging that the companies have failed to collect and/or pay taxes under the respective tourist development tax ordinances. Monroe County and its partners in the lawsuit agreed to settle with the online travel companies for $6.1 million in 2010. During 2012, there were several Florida State Circuit Court cases that ruled in favor of the online travel brokers. Two cited that Florida law is not clear on the issue, while a Circuit Court Judge ruled more directly that the online travel broker only owes local tourist taxes on the discounted rates they paid for the rooms. Then, in June of 2015, the Florida Supreme Court affirmed the lower court rulings, stating that online travel companies are not hotels and, therefore, do not have to pay occupancy fees.

Meanwhile, in September of 2012, the District of Columbia government won a suit where a judge ruled that online companies (OTCs) should repay back taxes on the full retail price of hotel rooms they sold to consumers in the years after the D.C. City Council passed legislation mandating they do so. In February of 2014, a conditional settlement was reached in this case with six online travel firms. Although they have a right to appeal the D.C Superior Court decision, they agreed to pay $60.9 million in back taxes to the D.C. government. Between 1998 and 2010, the amount owed in the lawsuit was estimated to be over $200 million.

These examples demonstrate how courts across the country have ruled differently on this issue over the past few years, which has led online travel purveyors to continue seeking federal legislation that would codify their goal of not remitting taxes on the price of the hotel room paid by the consumer. In 2012, several of these online discount travel brokers (including Expedia, Orbitz, and Priceline) organized and registered to lobby under a new organization called the "Interactive Travel Services Association," whose purpose is to advocate on several issues, including "taxes and fees related to travel."

In May 2013, Expedia and other online hotel room purveyors attempted to amend the Marketplace Fairness Act to achieve their transient occupancy tax objectives. Ultimately, this effort was unsuccessful and the bill passed the Senate without this language.

In 2014, Monroe County collected $31 million in tourist development taxes, which are used to support the tourism industry in the region. The County saw an increase of 12.2 percent in bed tax revenues and leads the state in occupancy and average daily rates for most of the year. This level of funding underscores the importance of tourist development tax revenue and the need to ensure it is not constrained by detrimental legislation.

RECOMMENDED POSITION: ***Oppose*** legislation that would exempt online travel brokers from paying taxes on the full room rate paid by the consumer, thereby costing Monroe County the opportunity to collect appropriate tourist development taxes from visitors to the region.

FEDERAL ISSUE: Remote Sales-Tax Legislation

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Currently, retailers are only required to collect sales tax in states where they have brick-and-mortar stores. The burden then falls to consumers to report to state tax departments any sales taxes they owe for online purchases. Often, due to complex reporting requirements, consumers do not report those purchases when completing their tax returns. As a result, local retailers are at a competitive disadvantage because they must collect sales taxes while out-of-state retailers, including many large online and catalog retailers, essentially give their customers a discount by collecting no state or local sales taxes.

Therefore, the current sales tax system is perceived as being unfair to brick-and-mortar retailers that employ local residents, including local stores as well as national chains like Best Buy or Home Depot. The lost revenue is also a drain on local governments. In 2014, uncollected sales tax was estimated to have cost local governments $23 billion nationwide.

To correct this inequity across the country, Congress introduced the Marketplace Fairness Act in both the House and Senate during the 113th Congress. The bill would have created two systems from which states could choose to facilitate the process of collecting these taxes. The first would have been the already established Streamlined Sales and Use Tax Agreement (SSUTA), which would have simplified state and local sales and use tax laws. Twenty-four states have already signed this agreement, which is also supported by the National Association of Counties. The second alternative would have allowed for states to meet minimum requirements for their state tax laws and administration thereof. To protect small, online retailers, this legislation would have also exempted sellers who make less than $1,000,000 in total remote sales from the requirement to collect taxes.

In 2013, the Senate passed the Marketplace Fairness Act with significant bipartisan support by a vote of 70-24, with Senator Nelson voting for the measure and Senator Rubio against it. In the House, companion legislation was not considered, although it had 67 cosponsors.

The issue reemerged in the 114th Congress. House Judiciary Committee Chairman Bob Goodlatte (R-VA) and Rep. Anna Eshoo (D-CA) circulated a discussion draft in January 2015 of remote sales tax legislation as an alternative to the Marketplace Fairness Act. Under the draft, only states that join a multi-state clearinghouse would have the authority to collect sales tax revenue on out-of-state purchases, and retailers would charge sales tax based on their own state and local rules. The clearinghouse would then divide the sales tax revenue among member states. The draft, however, did not gain much traction.

Meanwhile, House Oversight and Government Reform Committee Chairman Jason Chaffetz (R-UT) introduced legislation in June 2015 – the Remote Transactions Parity Act (RTPA) (H.R. 2775) - that attempts to bridge the gap between the two sides of the issue by addressing lingering concerns raised by those who believe instituting a remote sales tax would be an increase in taxes. Under the Chaffetz proposal, and similar to the MFA, the RTPA would create two options for states to collect remote sales tax. The first would be for member states of the SSUTA, and the second would allow non-members to require collection if they implement certain tax law simplification requirements that are similar to those contained in the MFA. The largest difference between the RTPA and the MFA, however, is the definition of a remote seller. Both define a remote seller as one that does not have a physical presence in the state, but the RTPA goes further to include a definition of physical presence. In addition, the RTPA includes a

phase-out for the small seller exception. Rather than permanently exempting sellers with sales less than $1 million annually, the RTPA would exempt sellers with less than $10 million in annual revenue the first year, less than $5 million the second year, and less than $1 million the third year, with the small seller exception completely eliminated after that. The RTPA currently has 55 bipartisan cosponsors, but has not yet seen any action.

In the Senate, there has been some discussion of attaching a remote sales tax amendment to the House-passed Permanent Internet Tax Freedom Act (PITFA). Similar efforts were attempted last year, but were unsuccessful. PITFA, which is considered a non-controversial measure, would permanently extend the ban on state and local taxation of the Internet, and was passed by the House in June 2015. Those plans generally have bipartisan support, but some powerful members of the Senate, such as Senator Ron Wyden (D-OR), the Ranking Member of the Senate Finance Committee, have expressed concerns about attaching the two issues, arguing they are contradictory. If PITFA is to be used as a vehicle for remote sales tax legislation, an agreement must be reached prior to December 2016 when the current ban on internet taxes expires. To further complicate this strategy, PITFA has been included in the customs bill, which has already been passed by the House. The Senate is expected to vote on the bill in January of 2016.

RECOMMENDED POSITION: ***Support*** legislation that requires companies making catalog and internet sales to collect and remit the associated taxes. ***Support*** federal tax policies that maintain revenue streams to local governments.

FEDERAL ISSUE: Tax-Exempt Bonds

BACKGROUND; HOW IT MAY AFFECT MONROE COUNTY: Although municipal bonds have been tax-exempt for almost 100 years, a number of federal proposals target this exemption, particularly as part of the debate to end the sequester or reduce federal spending. With local governments facing severe budget difficulties, any proposal to limit the tax exemption would put more pressure on local finances by reducing demand for tax-exempt bonds and increase borrowing costs for state and local governments, ultimately leading to higher taxes or reduced services.

It is estimated that the difference in the rate of earnings the County and other local governments would need to offer prospective buyers for their taxable bonds would depend on the market, but typically would range from 1.5 to 2 percent more for those offerings. On $1 million borrowed, this would likely cost $20,000 more in interest per year. Taking this further, if the County were to amortize a $100 million loan over 30 years at taxable bond rates two percent higher than if the bonds were tax-exempt, the additional cost to taxpayers over the 30 years could be roughly $30 million.

Following Paul Ryan's promotion to Speaker of the House, Rep. Kevin Brady (R-TX) has assumed the chairmanship of the House Ways and Means Committee. It is currently unclear what Chairman Brady's position is on bonds. If his beliefs on the issue match those of his predecessor, the tax exemption on municipal bonds may be at risk in the future.

In the Senate, Ron Wyden (D-OR) sponsored legislation with Dan Coats (R-IN) during the 112th Congress that proposed replacing tax-exempt bonds with taxable bonds and a tax credit. Republicans now control the Senate in the 114th Congress, however, which means Senator Wyden has become the Ranking Member and Senator Orrin Hatch (R-UT) has assumed the chairmanship. Like Senator Wyden, Senator Hatch has voiced his support for comprehensive tax reform. However, his position on the tax exemption for municipal bonds is unclear.

As in previous years, the Administration proposed a 28 percent limit on all itemized deductions for high-income individuals in its Fiscal Year (FY) 2016 budget. If accepted by Congress, this would apply to all new and outstanding municipal bonds. According to a study conducted by the National Association of Counties, if this 28 percent cap had been in place over the past decade, borrowing costs to state and local governments would have increased by over $173 billion, while a full repeal would cost nearly $500 billion over the same time period.

In March 2105, over 100 members of the House of Representatives signed a letter to congressional leadership asking that the current tax exemption for municipal bonds remain in place.

For Monroe County, concerns with these proposals center around future borrowing, as borrowing costs may increase dramatically if tax reform legislation includes provisions related to the treatment of tax exempt bonds. The County's existing loans, however, will not be directly impacted under these legislative proposals.

RECOMMENDED POSITION: ***Oppose*** legislation that would threaten the tax exemption on state and local bonds, including a 28 percent cap on tax-exempt municipal bonds.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: County Administrator

Bulk Item: Yes ___ No _X__ Staff Contact: Lisa Tennyson, ext 4444

AGENDA ITEM WORDING: Presentation by South Florida Water Management District and approval of a resolution expressing the support of the Monroe County Board of County Commissioners for expediting and funding Everglades Restoration Projects that enhance water conveyance to the Florida Bay and recognize the Florida Bay as a critical part of the Everglades ecosystem.

ITEM BACKGROUND:

As exemplified by the hypersalinity levels this past summer, the ecological conditions of the Florida Bay are continually threatened by drought and too little natural sheet flow through the southern region of the Everglades. The management of water flow throughout the Everglades is a complex issue, with typically too much water in the northern region and too little in the southern region. System-wide, large scale water storage and water conveyance projects are required. Protection of the health of the Florida Bay also necessitates the completion of several projects in the southern region that are designed specifically to restore water flow to the Bay. The County is requesting that SFWMD and the U.S. Army Corps of Engineers expedite these projects (from the Comprehensive Everglades Restoration Plan Integrated Delivery Schedule) along with any other operational actions that can be taken to improve conditions in Florida Bay:

- Modified Water Deliveries (currently in operational testing and scheduled completion in 2018)
- C-111 South Dade Contracts 8 & 9 (completion in 2019)
- C-111 South Dade PACR (design, real estate and testing by 2022)
- C-111 Spreader Canal Western Project (completion in 2021 with design and real estate acquisition not occurring until 2019)
- Central Everglades Planning Project (completion in 2030)

The County also supports the SFWMD's "South Dade Investigation" of water management options but emphasizes that the effort must optimize benefits to Florida Bay.

PREVIOUS RELEVANT BOCC ACTION:

September 2015: Letter and invitation to SFWMD Executive Director
December 2015: Resolution 405-2015 supporting Restoration Needs of Everglades National Park and Florida Bay
January 2016: Resolution 003-2016 supporting Amendment 1 funding for Everglades Restoration

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: no **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty /// OMB/Purchasing CB Risk Management ///

DOCUMENTATION: Included _X__ Not Required __

DISPOSITION: _____ **AGENDA ITEM #** _____

RESOLUTION NO. _____- 2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA IN SUPPORT OF EXPEDITING AND FUNDING EVERGLADES RESTORATION PROJECTS THAT ENHANCE SYSTEM-WIDE STORAGE AND CONVEYANCE, AND SPECIFICALLY PROJECTS THAT PROTECT THE ECOLOGICAL HEALTH OF THE FLORIDA BAY, A CRITICAL PART OF THE EVERGLADES ECOSYSTEM, BY RESTORING WATER FLOW TO THE FLORIDA BAY.

WHEREAS, Monroe County's coast line encompasses Florida Bay, the Florida Keys National Marine Sanctuary ("FKNMS") and Everglades National Park; and

WHEREAS, the waters of the Florida Keys are connected to and dependent on the Everglades landscape as the primary source of fresh water that serves as the foundation of the nearshore estuarine environment and Florida Bay provides unique and critical habitat for many plants and animals, including several endangered species such as the Florida Manatee; and

WHEREAS, the construction of water control structures and facilities within the Everglades throughout the 20th century has altered the natural hydrologic patterns of water in the region. Over time, this has reduced the flow of freshwater into Florida Bay and changed the ecosystem of the Bay and other connected coastal regions; and

WHEREAS, Florida Bay is within the vitally important ecosystem located between the mainland and the Florida Keys, with approximately 20% of Florida Bay within the boundaries of the FKNMS and approximately 80% of Florida Bay within the boundaries of Everglades National Park; and

WHEREAS, the ecological health of the coastal and marine resources of Monroe County is inextricably linked to that of Florida Bay and Everglades National Park and Taylor Slough is a natural drainage feature of the Everglades that flows southwest into numerous tributaries that eventually empty into Florida Bay; and

WHEREAS, the health of Florida Bay is vital to the multi-billion dollar fishing and ecotourism industry of South Florida, including commercial and recreational fishing, snorkeling, diving, boat and equipment rentals, and other related businesses; and

WHEREAS, Florida Bay comprises a significant portion of the coastal Everglades recreational fishing industry worth $880 million annually and commercial shrimp and stone crab fisheries worth more than $80 million annually; and

WHEREAS, the ecosystem of the Florida Keys including Florida Bay attracts over 4 million visitors and over $4.5 billion in economic activity annually, generating $200 million in sales tax revenue for the State of Florida each year; and

WHEREAS, the National Park Service began long-term monitoring of Florida Bay in 1988 in order to collect and analyze hydrologic and salinity data from the Bay. At the same time, the Bay was suffering from a tremendous die-off of sea grass (approximately 23,000 acres) from hyper saline conditions with devastating algal blooms. Salinity levels are considered the primary driver of ecological conditions within the bay; and

WHEREAS, lack of freshwater flow and unseasonably low rainfall over the 2014-2015 timeframe have again led to high salinity in Florida Bay which has contributed to significant seagrass die-offs. While more water has been flowing to the Bay due to recent rainfall, that still doesn't ameliorate the recent seagrass die-off which was just as significant in scope (21,000 acres) as the die off in 1989-90 (23,000 acres); and

WHEREAS, harmful algal blooms in Florida Bay are likely to result from this seagrass die-off leading to further damage of the environment and economy requiring multi-year recovery; and

WHEREAS, nesting for Spoonbills and other species of birds has been poor this season due to adverse conditions in Florida Bay; and

WHEREAS, Minimum Flows and Levels, established by the South Florida Water Management District ("SFWMD") to protect water resources from significant harm, have been exceeded in Florida Bay in 2008-2009 and again in 2014-2015, which triggers a violation of these protective standards. A prevention strategy to avoid violations is in place, but has not been fully implemented; and

WHEREAS, the dire situation in Florida Bay is a symptom of a larger need to restore America's Everglades by constructing projects for conveyance, treatment and storage of water and restoration of flow to address the needs of the ecosystem in its entirety; and

WHEREAS, the Board of County Commissioners of Monroe County, Florida recognizes that the restoration of America's Everglades through the Comprehensive Everglades Restoration Plan ("CERP") is critical to the long-term sustainability of South Florida's economy, quality of life, and environment; and

WHEREAS, CERP projects are funded by the federal and state government in a partnership with goals of managing water flows to reduce the severity and frequency of hypersalinity events and algal blooms, restoring the ecosystem and its wetlands, estuaries, national parks and wildlife refuges, providing water for people and the environment and protecting threatened and endangered species; and

WHEREAS, there are a number of projects under various stages of development that are expected to, in the long run, improve the health of Florida Bay and many of these projects have been postponed or delayed in the latest version of the Comprehensive Everglades Restoration Plan Integrated Delivery Schedule. The County is concerned that continued adverse impact to Florida Bay will occur until these projects are fully implemented which is especially important now, considering that most of these projects are components of the MFL prevention strategy; and

WHEREAS, the County requests that the SFWMD and the U.S. Army Corps of Engineers expedite these projects along with any other operational actions that can be taken to improve conditions in Florida Bay:

- Modified Water Deliveries (currently in operational testing and scheduled completion in 2018)
- C-111 South Dade Contracts 8 & 9 (completion in 2019)
- C-111 South Dade PACR (design, real estate and testing by 2022)
- C-111 Spreader Canal Western Project (completion in 2021 with design and real estate acquisition not occurring until 2019)
- Central Everglades Planning Project (completion in 2030)

WHEREAS, the County is supportive of the SFWMD's current "South Dade Investigation" exploring the full range water management options south of Tamiami Trail. Draft initial options were presented to the Governing Board in February, but these options must optimize restoration opportunities for Florida Bay;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

1. The above recitals are hereby incorporated into this resolution as restated herein constitute the legislative findings and intent of the Board of County Commissioners of Monroe County, Florida.

2. The Clerk for this Board shall furnish copies of this resolution to:
   - U.S. Senator Bill Nelson
   - U.S. Senator Marco Rubio
   - U.S. Representative Carlos Curbelo, District 26
   - U.S. Army Corps of Engineers, Jacksonville District Commander Col. Jason Kirk
   - U.S. Army Assistant Secretary for Civil Works, Jo-Ellen Darcy
   - Florida Governor Rick Scott
   - Speaker of Florida House of Representatives, Representative Steve Crisafulli
   - President of the Florida Senate, Senator Andy Gardiner
   - State Senator Dwight Bullard, District 39
   - State Representative Holly Raschein, District 120
   - Chair, South Florida Water Management District Governing Board, Daniel O'Keefe
   - Executive Director, South Florida Water Management District Peter Antonacci

3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 23rd day of March, 2016.

Mayor Heather Carruthers	_____
Mayor pro tem George Neugent	_____
Commissioner Danny L. Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor Heather Carruthers

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/9/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Administrator

Bulk Item: Yes X No ___ Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Approval of the annual appointments to the Older Americans Advisory Board.

ITEM BACKGROUND: OAAB Bylaws Article 2, stipulates that the Four AARP Chapter Presidents be elected annually in December and appointed by the BOCC in January. The Chapter Presidents nominate four citizens from each of the Upper, Middle, Lower Keys and Key West. All are appointed by the BOCC to serve one year terms.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: 0 **INDIRECT COST:** 0 **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH** ____ **Year** ____

APPROVED BY: County Attorney ___ OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

03/23/16

MONROE COUNTY

OLDER AMERICAN ADVISORY BOARD

Pam Martin, Chair
Dixie Humelsine, Vice-Chair
Keith Jackson, Secretary

Lower Keys Chapter #1351, 295-5165
Darlene Bennett, President
619 Mickens Lane
Key West, FL 33040
Home) 294-1296
Franc1513@aol.com
*Replacing Isabelle Condella

Terri Gedmin
169 Washington St.
Key West, FL 33040
Home) 293-9190 Cell) 923-0431
gedmin@usa.net

Paul Gedmin
169 Washington St.
Key West, FL 33040
Home)293-9190 (Replaced Margaret Gill)

Noelle Plagens
1100 Kennedy Drive #310
Key West, FL 33040
(305)766-1317
(Resigned)

Johnnie Kimbler
101 Shore Ave.
Key West, FL 33040
(305)923-6511
(Resigned)

Big Pine Chapter #2466
Jim Olsen, President
340 Les Rhode Drive
Ramrod Key, FL 33042
Phone) 872-5755

Pat Olsen
340 Les Rhode Dr.
Ramrod Key, FL 33042
(305)872-5755

Bob Davis
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Summerland Key, FL 33042
rpd@bellsouth.net
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Shirley Wagner
29250 Chickasaw St.
Big Pine Key, FL 33043
Home)240-3924
jimshirlwag@aol.com

Jim Wagner
29250 Chickasaw St.
Big Pine Key, FL 33043
jimshirlwag@aol.com

Middle Keys AARP Chapter #2324, 743-4008
Pam Martin, President
217 Coral Road
Islamorada, FL 33036
Phone) 853-0907
pmflkeys@aol.com

Michael Cunningham
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Marathon, FL 33050
Work)(305)743-7111
mcunningham@fkahec.org

Bill Baker
28181 Helen Ave
Summerland Key, FL 33042
Cell)(305)393-3460
(Replaced Bob Rehbock)

Hunter Rogers
966 East 105th St., Ocean
Marathon, FL 33050
(305)849-7720
No email (Replaced Claudia Baker)

Julia Vidulich
107 Avenue D #210
Marathon, FL 33050
Phone) 743-9079
Jvid1948@yahoo.com

Rej Saumure
5409 Overseas Highway, Box 246
Marathon, FL 33050
(941)416-7286
rejsaumure@live.com (Resigned)

Upper Keys Chapter #2519
Pam Martin, President
217 Coral Road
Islamorada, FL 33036
Phone) 853-0907
pmflkeys@aol.com

Keith Jackson
242 Bougainvillea St.
Tavernier, FL 33070
(305)741-7603
(Replaced John Grech)

Wayne Smith
18 S. Exuma Rd.
Key Largo, FL 33037
(305)451-0452
Captainbulldog1@aol.com (Replaced Diana Ross)

Dixie Humelsine
120 Seashore Dr.
Islamorada, FL 33036
Home)(305)853-8975
Cell)(305)240-9222
dixiehumelsine@bellsouth.net
(Replaced Henry Bikofsky)

Kathleen Ryzoc
92001 Overseas Hwy.
Tavernier, FL 33070
Cell) (954)600-8933
Work) (305)852-7887
Fax) (305)852-6975
kryzoc@vnahospicekeys.org (Replaced Robin Williams)

Created: 1979
Membership: (20) members and one (1) ex-officio member; all appointed every January by the BOCC to serve a one year term.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Administrator

Bulk Item: Yes X No Staff Contact /Phone #: Elaine Ferda x4441

AGENDA ITEM WORDING: Approval of the reappointment of Arianna Nesbit to the Health Council of South Florida for a two year term in the category of Provider.

ITEM BACKGROUND: Ms. Nesbit was appointed 3/7/10 replacing Kerry Shelby, and reappointed 4/18/12 and 6/11/14.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: 0 **INDIRECT COST:** 0 **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE:

COST TO COUNTY: **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Attorney OMB/Purchasing Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

Revised 6/15

Monroe County Boards and Committees
Appointment Information

Board or Committee:	Health Council of South Florida
Commissioner Appointing Member:	BOCC
Name of Member:	Arianna Nesbit
Address:	1078 Calico Jack Circle Summerland Key FL 33042
Mailing Address:	_____ _____ _____
Phone Numbers:	Home: Work: 293-8424 Cell: 923-9125 Email: ceo@Keyshealthystart.org
Date of Appointment: (The date of this BOCC agenda item)	3/23/16
Is this a Reappointment?	Yes X No _____
New Term Expiration Date:	4/18/18
Name of Person Being Replaced:	N/A
Fulfilling Term of:	N/A

HCSF
Health Council of South Florida, Inc.

March 2, 2016

Roman Gastesi
County Administrator
Monroe County Administrator's Office
1100 Simonton St., 2nd Floor, Rm-2-205
Key West, FL 33040

Dear Mr. Gastesi:

The Health Council of South Florida, Inc. is pleased to request the reappointment of Ms. Arianna Nesbitt to the Board of Directors for an additional two year term.

If possible, we respectfully request that this application be submitted to the County Commissioners for appointment at the next County Commission Meeting. Please feel free to contact Vanessa Naranjo, Office Administrator, at (305) 592-1452 ext. 110 should you need any additional information.

Sincerely,

Marisel Losa
President & Chief Executive Officer

Officers

Albert Collazo
Chair

Arianna Nesbitt, MPSA
Vice Chair

Rick Freeburg, MBA
Treasurer

Eneida O. Roldan, MD, MPH, MBA
Secretary

Nelson Lazo, MBA
Immediate Past Chair

Board Members

Robert C. Arnold, Esq.

Ela Alarcon-Cabrera

Olveen Carrasquillo, M.D., M.P.H.

Ann-Lynn Denker, PHD, ARNP

David Saltman, LCSW

President & CEO

Marisel Losa, MHSA

An Equal Opportunity Employer

8095 NW 12th Street, Suite 300 – Doral, FL 33126
Phone 305.592.1452 – Fax 305.592.0589 – Web www.healthcouncil.org – Email healthcouncil@healthcouncil.org

ARIANNA N. NESBITT

WORK HISTORY

Florida Keys Healthy Start Coalition, Inc.
Key West, Florida, August 2005 - Present

21st Century Grant Community Learning Center Campus Coordinator, Hearne, TX ISD
Hearne, Texas January – August 2005

Acting Executive Director, Area Director, Unit Director, Boys & Girls Club of the Keys Area, Inc.
Key West, Florida, October 1999 – November 2002

General Manager, ArSean's Rendeveaux
Iconium, Missouri, Summer 1997-1999, 2003

Lead Teacher, Miss Pam's Kountry Kare
College Station, Texas, 1997-1999

KNOWLEDGE & SKILLS

Social Work & Youth Development

- Created and enhanced Boys & Girls Club program to attract youth from disadvantaged circumstances which resulted in a tripling of the Club's active membership
- Daily Application of social skills, behavior modification, anger management, and crisis intervention training for youth ages 5-18.
- Developed and implemented programs consisting of character development, leadership and citizenship training, sex education, life skills, drug and gang prevention, arts & cultural activities, sports and rec. for youth ages 10-18
- Facilitated positive working relationships between Boys & Girls Club youth, parents/guardians, schools, social services, and mental health agencies for a wrap around approach

Communication Skills

- Coordinated collaborative efforts among 13 local and state organizations to ensure the success of 3 grants
- Reinstated the Club newsletter to ensure better communication among the Club, parents, and the community
- Created a policy and procedures handbook as well as an employee hand book for the Club
- Spoke at numerous functions on behalf of the youth and the Club

Leadership & Creative Skills

- Inspired an organization that was over $15,000 in debt to believe in its mission, to make big changes, and left them with a solid $375K working budget
- Maximized limited building resources to ensure safety, health, education, and overall satisfaction of staff and clients
- Developed numerous fundraising events which made the Club the premiere youth organization in the community

Not-For-Profit Skills & Knowledge

- Developed mission statement, by-laws, board operating procedures, staff development program, as well as staff training programs
- Worked with board development issues, board building, and a creation of a board handbook
- Experience with community impact studies, book-keeping, accounting, grant management, strategic planning, needs assessments, feasibility studies, annual fundraising events, and capital campaigns

1078 Calico Jack Circle, Summerland Key, FL 33042
(M) 305-923-9125 ariannaag98@yahoo.com

Management & Financial Skills

- Researched, wrote, and implemented with collaboration with other organizations over 25 grants and 15 mini-grants totaling over $2,500,000
- Hired, trained, and managed over 45 staff
- Developed and implemented budgets, contracts, tracking programs, services to clients, impact studies, and financial management systems

EDUCATION

FLORIDA OUTREACH CHILDBIRTH EDUCATOR PROGRAM, Key West, FL
Childbirth Educator Certification, 2006

CAPPA, INC, Atlanta, GA
Labor Doula Certification, 2006

TEXAS A&M UNIVERSITY, College Station, TX
George Bush School Government and Public Service
2004 Masters of Public Service Administration, Youth Nonprofit Management Focus
Recipient of the Public Service Award Fall 2004

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES, College Station, TX
Pride Class Foster and Adoptive Parent Training, 2004

NATIONAL FOSTER PARENT ASSOCIATION, Orlando, FL
National Conference Including Abuse and GLBTQ Training, 2004

TEXAS A&M UNIVERSITY, College Station, TX
Bachelor of Science Agricultural Economics, 1998

DEPARTMENT OF EDUCATION, Washington D.C.
Associates of Child Development, 2000

NATIONAL ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN
Local Conference, 2000, 2001, and 2002
National Conference, 2000

BOYS AND GIRLS CLUBS OF AMERICA
B&GC Middle Managers Track Training, 2001
Florida's B&GC All Staff Conference, 2000
Youth Development Program South East Conference, 2001
B&GC Practice, Week of Youth Development Training, 2000

1078 Calico Jack Circle, Summerland Key, FL 33042
(M) 305-923-9125 ariannaag98@yahoo.com

ACTIVITIES

Womankind, Inc. Key West, Florida
Board Member 2007 - 2008

Key West Woman's Club, Key West, Florida
Member, 2006 – Present

YMCA Key West, Inc. Key West, Florida
Board Member, 2006 - 2008

United Way of the Brazos Valley, College Station and Bryan, Texas
Organizational Recommendations and Development Strategies for the Success By Six Program, 2004

Public Service Organization, Bush School, College Station, Texas
Social and Economic Impact Study Project Manager for the local United Way, 2003 - 2004
Grants Writing Committee and One Day Service Projects Committee Member 2003-2004

Carver Early Learning Elementary School, Bryan, Texas
Mentor and Reader to Emotionally and Behaviorally Disturbed Youth, 2003-2004

Habitat For Humanity, Key West, Florida, and Bryan Texas
Assisted in Building Homes for Families, 2001-2004

American Cancer Society, Relay For Life, Key West, Florida
Team Captain: Fundraising and Team Organization of Boys & Girls Club Teens 1999-2002

1078 Calico Jack Circle, Summerland Key, FL 33042
(M) 305-923-9125 ariannaag98@yahoo.com

Time Approximate 2:30PM

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: County Administrator

Bulk Item: Yes ____ No XX Staff Contact: Lindsey Ballard/292-4441

AGENDA ITEM WORDING: Presentation by Florida Keys Aqueduct Authority regarding Florida Power and Light/Salt Water Intrusion/Wellfield.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
N/A

TOTAL COST:

INDIRECT COST: **BUDGETED:**

COST TO COUNTY: **SOURCE OF FUNDS:**

REVENUE PRODUCING: **AMOUNT PER** **MONTH** **Year**

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ___ Not Required xx

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 1/09

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney

Bulk Item: Yes ___ No X Staff Contact: Chris Ambrosio 292-3477

AGENDA ITEM WORDING: Discussion and direction regarding adopting an ordinance that prohibits camping in county-owned parks and recreational facilities and that provides the County Administrator with authority to waive that prohibition.

ITEM BACKGROUND:

The current MCC §17-4(b) doesn't expressly state that the prohibition of camping on county-owned property includes county-owned public parks and recreational facilities, or that the prohibition applies at all times of day and night. To clarify the extent and effect of the ordinance, in connection with the proposed new MCC §17-4 (e), and to make this section consistent with other similar sections, this portion of the ordinance should be rewritten.

MCC §17-4 doesn't expressly provide the County Administrator with explicit authority to waive that prohibition on a per event basis. A proposed addition to MCC §17-4 of a subsection (e) establishes the County Administrator's express authority to waive the prohibition of camping on county-owned property, including public parks and recreational facilities, on a per event basis. It also creates uniformity and consistency with related ordinances that provide the express authority to waive prohibitions relating to County park hours of operation (§18-1 waiver of park hours) and uses of County parks and beaches (§18-2(b) BOCC may waive prohibition on alcohol beverages).

MCC §18-1 should be amended to replace the BOCC with the County Administrator as having explicit authority to waive the prohibition of persons remaining in County parks in unincorporated areas during closed hours and to make it consistent with the County Administrator's authority to temporarily modify County park hours for certain parks pursuant to MCC §18-27(3).

These changes will help eliminate multiple agenda items that come before the BOCC throughout the year concerning groups requesting waiver of these prohibitions on a per event basis, many on a repeated annual basis.

PREVIOUS RELEVANT BOCC ACTION:

10/17/86 - Approval of MCC §13-8 prohibiting sleeping on public beaches or in parks during closed hours; later becoming portion of MCC §18-1.
6/25/91 - Approval of amendment to MCC §13-8 prohibiting any person from remaining on County beaches or park property in unincorporated areas during closed hours and adding penalty section 13-9.
7/6/04 - Approval of MCC §19-102.5 creating a prohibition of camping on county-owned property.
7/14/04 - Approval of amendment to MCC §13-8 adding "Unless otherwise provided by ordinance".
1/28/09 - Approval of the MCC re-codification thus re-numbering §19-102.5 to §17-4 and §13-8 to §18-1.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Provide direction regarding amending and creating sections of the MCC to provide that the prohibition of camping on county-owned property expressly includes public parks and recreational facilities at all times of day and night, and to provide the County Administrator with explicit authority to waive the prohibitions.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** N/A

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes __ No _X_ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CA OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included __ Not Required _X__

DISPOSITION:_____ **AGENDA ITEM #**_____

Sec. 17-4. - No camping on county property.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Camp or camping means to pitch or occupy a tent or other temporary shelter for sleeping or other habitation purposes. Camping may include the use of camping equipment.

Camping equipment includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, boxes or cartons, and portable stoves or other cooking paraphernalia but not barbecue grills provided by the county.

County owned property means any property owned and/or managed by the board of county commissioners, as well as property owned and/or managed in its capacity as the county comprehensive plan land authority regardless of whether the property is located in the unincorporated portion of the county or within the territorial limits of any municipality within the county.

Safe zone means a facility designated by the board and/or by the governing body of any municipality within the county where homeless persons can engage in life sustaining activities free from the threat of arrest.

(b) Prohibition. No person shall camp on county-owned property. The mere act of a person sleeping in a public place is not alone sufficient to constitute a violation of this section, unless at least one indicium of camping exists.

(1) Before making an arrest under this section, a law enforcement officer must first inquire of a person accused of violating this section whether that person is homeless; or

(2) Before a person claiming to be homeless may be arrested under this section, a law enforcement officer must first advise the person of the availability of a safe zone and afford the person the option of relocation to a safe zone in lieu of arrest.

(c) Personal property. In the event a person is arrested under this section, the arresting officer shall use reasonable efforts to identify and preserve the personal property of the person.

(d) Exceptions. This section does not apply to:

(1) Conduct prohibited by section 17-3;

(2) Any facility, site, or location designated by resolution or ordinance of the board; and

(3) The use of a beach umbrella or similar equipment used to provide temporary shade on a beach during daytime hours of operation for that facility.

(Code 1979, § 19-102.5; Ord. No. 020-2004, § 1)

ORDINANCE NO. 020 -2004

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, DECLARING THAT AN EMERGENCY EXISTS AND WAIVING NOTICE BY A FOUR-FIFTHS VOTE; CREATING SECTION 19-102.5 OF THE MONROE COUNTY CODE TO PROHIBIT PERSONS FROM CAMPING ON COUNTY OWNED PROPERTY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board finds that there are no facilities to accommodate camping in an orderly fashion on County owned property; and

WHEREAS, the Board finds that the practice of camping on County owned property without appropriate facilities creates a sanitary nuisance as well as a threat to the safety and welfare of persons desiring to enjoy the use of County owned facilities; and

WHEREAS, the Board finds that a ban on camping on County owned property would promote the health, safety and welfare of the citizens of Monroe County and visitors; and

WHEREAS, the Board finds that the current use of certain County owned facilities as make-shift camp sites constitutes an emergency and danger to the health, safety, and welfare of the residents of and visitors to Monroe County; and

WHEREAS, the Board finds that the County, in cooperation with others, is in the process of establishing a "safe zone" where homeless persons will be permitted to engage in life sustaining activities without fear of arrest; and

WHEREAS, the U.S. Circuit Court of Appeals for the 11th Circuit, in *Joel v. Orlando*, 232 F.3d 1343 (11th Cir. 2000), has upheld the practice of prohibiting camping on public property provided that adequate provisions are made to provide a safe zone for homeless individuals to engage in life sustaining activities without fear of arrest; and

WHEREAS, the Board finds that it is undesirable for any person – homeless or otherwise – to camp on County owned property within the boundaries of Monroe County, and

WHEREAS, section 19-102 of the Monroe County Code already prohibits camping on certain County maintained rights-of-way during the hours of 11 p.m until 6 a.m.; and

WHEREAS, it is the desire of the Monroe County Board of County Commissioners that the following amendment to the County Code be approved, adopted, and transmitted to the Department of State for approval on an emergency basis.

NOW THEREFORE; BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. An emergency is hereby declared and notice waived by a four-fifths vote.

Section 2. That section 19-102.5 is hereby created to read as follows:

Sec. 19-102.5 No Camping on County Property

(a) Definitions. For the purposes of this section,

(1) *Camp or camping* means to pitch or occupy a tent or other temporary shelter for sleeping or other habitation purposes. Camping may include the use of camping equipment.

(2) *Camping equipment* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, boxes or cartons, and portable stoves or other cooking paraphernalia but not barbecue grills provided by the County.

(3) *County owned property* means any property owned and/or managed by the Board of County Commissioners of Monroe County, Florida, as well as property owned and/or managed in its capacity as the Monroe County Comprehensive Plan Land Authority regardless of whether said property is located in the unincorporated portion of Monroe County or within the territorial limits of any municipality within Monroe County.

(4) *Safe Zone* means a facility designated by the Board and/or by the governing body of any municipality within Monroe County where homeless persons can engage in life sustaining activities free from the threat of arrest.

(b) Prohibition. No person shall camp on County owned property. The mere act of a person sleeping in a public place is not alone sufficient to constitute a violation of this section, unless at least one indicium of camping exists.

(1) Before making an arrest under this section, a law enforcement officer must first inquire of a person accused of violating the ordinance whether that person is homeless.

(2) Before a person claiming to be homeless may be arrested under this section, a law enforcement officer must first advise said person of the availability of a safe zone and afford the person the option of relocation to a safe zone in lieu of arrest.

(c) Personal property. In the event a person is arrested under this section, the arresting officer shall use reasonable efforts to identify and preserve the personal property of the person.

(d) Penalty. A violation of this section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.

(e) Exceptions. This section does not apply to:

(1) conduct prohibited by Section 19-102;

(2) any facility, site, or location designated by resolution or ordinance of the Board; and

(3) the use of a beach umbrella or similar equipment used to provide temporary shade on a beach during daytime hours of operation for that facility.

Section 3. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 5. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the county of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. This ordinance shall take effect when a certified copy of this ordinance has been accepted by the postal authorities of the United States for special delivery by registered mail to the Secretary of State of the State of Florida in accordance with the provisions of Florida statute 125.66(3).

PASSED AND ADOPTED by a four fifths vote of the Board of County Commissioners of Monroe County, Florida at a Special meeting held on this 6 th day of July, A.D., 2004.

Mayor Murray Nelson	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Charles "Sonny" McCoy	Yes
Commissioner George Neugent	Yes
Commissioner Dixie Spehar	Yes

(SEAL)
Attest: DANNY L.KOLHAGE, Clerk

By Isabel C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Murray E Nelson
Mayor/Chairperson

Jordnocamping

FILED FOR RECORD
2004 JUL -7 PM 3:29
DANNY L. KOLHAGE
CLK.CIR.CT.
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT B. SHILLINGER, JR.
ASSISTANT COUNTY ATTORNEY
Date 6/29/04

CLERK OF THE CIRCUIT COURT
MONROE COUNTY

BRANCH OFFICE
MARATHON SUB COURTHOUSE
3117 OVERSEAS HIGHWAY
MARATHON, FLORIDA 33050
TEL. (305) 289-6027
FAX (305) 289-1745

MONROE COUNTY COURTHOUSE
500 WHITEHEAD STREET, SUITE 101
KEY WEST, FLORIDA 33040
TEL. (305) 292-3550
FAX (305) 295-3663

BRANCH OFFICE
PLANTATION KEY
GOVERNMENT CENTER
88820 OVERSEAS HIGHWAY
PLANTATION KEY, FLORIDA 33070
TEL. (305) 852-7145
FAX (305) 852-7146

July 8, 2004

Department of State, Bureau of Administrative Code
The Collins Building
107 West Gaines Street, Suite L43
Tallahassee, Florida 32399-0250

Certified Mail Receipt #70033110000346215604

Dear Ms. Cloud:

Please be advised that at a Special Meeting in formal session on July 6, 2004 the Board of County Commissioners of Monroe County adopted the following Ordinance:

Ordinance No. 020-2004 declaring that an emergency exists and waiving notice by a four-fifths vote; creating section 19-102.5 of the Monroe County Code to prohibit persons from camping on County owned property; providing for exceptions; providing for enforcement and penalties; providing for severability; providing for repeal of all Ordinances inconsistent herewith; providing for incorporation into the Monroe County Code of Ordinances; and providing an effective date.

Attached hereto is a certified copy of the subject Ordinance for your handling. Should you have any questions concerning the above, please do not hesitate to contact this office.

Very truly yours,

Danny L. Kolhage
Clerk of Court and ex-officio Clerk to the
Board of County Commissioners
By: Isabel C. DeSantis
Isabel C. DeSantis, Deputy Clerk

cc: Municipal Code Corporation
Key West Police Department
Monroe County Sheriff
Monroe County Commission
Public Works Director
County Administrator
Key West City Manager
County Attorney

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1. Article Addressed to:

Municipal Code Corporation
P. O. Box 2235
Tallahassee, FL 32316-2235

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Shirley Peterson ☐ Agent

B. Received by (Printed Name) S. Peterson C. Date of Delivery JUL 12 2004

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

BY: ----------

3. Service Type
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☑ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7002 2030 0001 2668 9396

PS Form 3811, February 2004 Domestic Return Receipt

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ORD. 23

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City, State, ZIP+4: Tallahassee, FL 32316-2235

PS Form 3800, June 2002 — See Reverse for Instructions

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Department of State
Bureau of Administrative Code
The Collins Building
107 West Gaines Street, Suite L43
Tallahassee, Florida 32399-0250

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X GRACIE PENTON ☐ Agent ☐ Addressee
DEPARTMENT OF STATE

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 19 2004

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7003 3110 0003 4621 5604

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

July 15, 2004

Honorable Danny L. Kolhage
Clerk of Circuit Court
Monroe County
500 Whitehead Street, Suite 101
Key West, Florida 33040

Dear Mr. Kolhage:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letters dated July 9, 2004 and certified copies of Monroe County Ordinance Nos. 011A-2004, 015-2004, 019-2004 and 020-2004, which were filed in this office on July 12, 2004.

Sincerely,

Liz Cloud
Program Administrator

LC/mp

FILED FOR RECORD
2004 JUL 20 PM 1:24
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

❑STATE LIBRARY OF FLORIDA
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FAX: (850) 488-2746 • TDD: (850) 922-4085 • **http://www.dos.state.fl.us**
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❑ADMINISTRATIVE CODE AND WEEKLY (850) 245-6270• FAX: (850) 245-6282

Municode.com

Municipal Code Corporation
P.O. Box 2235
Tallahassee, FL 32316-2235
850-576-3171

Monroe County, FL Code of Ordinances - 1979(11270)

Supplement 85

Recorded: ***7/15/2004 7:09:20 AM***
We have received the following material through ***Hard Copy***.

Document	Adoption	Description
Ordinance No. 015-2004	6/16/2004	Amending Chap. 5.5, Boats, Docks and Waterways, to delete Sec. 5.5-1(l)the definition of a "No Anchor Zone", to create the definition Sec. 5.5-1 (k) of a "Motorboat" .
Ordinance No. 020-2004	7/6/2004	Declaring an emergency exists and waiving notice by a four-fifths vote, creating Sec. 19-102.5, to prohibit persons from camping on county owned property.
Ordinance No. 022-2004	7/14/2004	Correcting Monroe County Code of Ordinances referring to repealed statutes and County Ordinances.

- Are you e-mailing us your ordinances? Send them to ords@municode.com
- Does your code need a legal review? We can help - e-mail for an estimate
- Ask us about electronic supplementation and our newest service N.O.W. posting ordinances in between supplements

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2004 AUG -2 AM 11:06
MONROE COUNTY, FLA.

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Total Postage & Fees	$ 4.42

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Ord.# 020-2004

Sent To: Department of State
Bureau of Administrative Code
Street, Apt. No.; or PO Box No.: The Collins Building
107 West Gaines Street, Suite 143
City, State, ZIP+4: Tallahassee, Florida 32399-0250

PS Form 3800, June 2002 — See Reverse for Instructions

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016

Department: County Attorney

Bulk Item: Yes __ No X

Staff Contacts: Chris Ambrosio x3477

AGENDA ITEM WORDING: Discussion and direction regarding adopting an ordinance that prohibits use and operation of remote or radio-controlled model devices in Monroe County parks.

ITEM BACKGROUND: The Monroe County Parks and Recreation Advisory Board and the Facilities Management Department have found that a prohibition on the use and operation of remote or radio-controlled model devices at County parks is necessary due to complaints made by park patrons and in order to maintain and preserve County park property and for the enjoyment, safety and protection of park patrons.

Establishing such prohibition reduces potential risk and claims brought against the County, thus also reducing a potential cause for increased insurance coverage and costs. This prohibition will also help to eliminate or reduce the County's expenditures to maintain and repair park property damaged by use and operation of these types of devices

---

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Provide direction regarding adopting an ordinance and amending the Monroe County Code to prohibit the unregulated use and operation of remote or radio-controlled model devices in Monroe County parks.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CA OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included ____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney

Bulk Item: Yes X No ___ Staff Contact /Phone #: Bob Shillinger/ 292-3470

AGENDA ITEM WORDING: Approval of the Third Amendment to contract with Erin L. Deady, P.A. as outside legal counsel for issues related to the RESTORE ACT.

ITEM BACKGROUND: The County continues to require assistance in the legal issues related to the RESTORE ACT legislation, and related State and Federal procedures and regulations. This Amendment increased attorney fees by $20,000.00 for maximum cap on attorney fees to Eighty Thousands Dollars ($80,000.00)

PREVIOUS RELEVANT BOCC ACTION: BOCC approved Agreement on 7/17/13; BOCC approved 1st Amendment on 2/19/14; and BOCC approved 2nd Amendment on 4/15/15.

CONTRACT/AGREEMENT CHANGES: Increases the attorney fees cap to Eighty Thousand Dollars ($80,000.00)

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $80, 000.00 in fees **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: see above **SOURCE OF FUNDS:** General funds

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Attorney ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 6/15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Erin L. Deady, P.A. Contract #_____

Effective Date:

Expiration Date:

Contract Purpose/Description:

Third Amendment to contract for legal representation regarding the RESTORE ACT to increase attorney fees by another $20,000.00

Contract Manager: Bob Shillinger (Name) 3470 (Ext.) County Attorney/#7 (Department/Stop #)

for BOCC meeting on 3/23/16

Agenda Deadline: 3/8/16

CONTRACT COSTS

Total Dollar Value of Contract: $ $80,000.00 Current Year Portion: $ $20,000.00

Budgeted? Yes ☐ No ☐ Account Codes: 67501-530318_____-_____-_____-_____

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	_____	Yes ☐ No ☐	_____	_____
Risk Management	3-7-16	Yes ☐ No ☑	[signature]	3-7-16
O.M.B./Purchasing	_____	Yes ☐ No ☐	_____	_____
County Attorney	3/7/16	Yes ☐ No ☒	[signature]	3/7/16

Comments: _____

_____

_____

3rd AMENDMENT TO AGREEMENT
BETWEEN MONROE COUNTY AND ERIN L. DEADY, P.A.

THIS 3rd AMENDMENT to the Agreement dated July 17, 2013, as amended February 19, 2014 and April 15, 2015, between Monroe County Board of County Commissioners ("County") and Erin L. Deady, P.A. ("Attorney") is made and entered into this 23rd day of March, 2016;

WHEREAS, the parties entered into an Agreement for the Attorney to provide legal services and advice to the County regarding legal representation involving the RESTORE ACT; and

WHEREAS, continued legal services are needed relating to the RESTORE ACT;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Amend Paragraph 4, SCOPE OF THE WORK AND LIMITATION ON ATTORNEYS FEES to increase the maximum amount of the agreement to Eighty Thousand Dollars and no/cents ($80,000.00) in attorney fees.
2. In all other respects, the remaining terms of the Agreement entered into on July 17, 2013, as amended, and not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

(SEAL)
Attest: AMY HEAVILIN, CLERK

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

ATTORNEY:

By: _____
Erin L. Deady for Erin L. Deady, P.A.

Date: 3/7/16

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CHRISTINE M. LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
Date 3/7/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney

Bulk Item: Yes X No _ Staff Contacts: Chris Ambrosio x3477

AGENDA ITEM WORDING: Approval to advertise for a public hearing to consider an ordinance amending Section 18-27(n)(1) and (n)(2) of the Monroe County Code (MCC), to authorize freestyle bicycling in the Skate and Bike Parks located at Key Largo Community Park ("Key Largo Park") and Big Pine Key Park ("Big Pine Park").

ITEM BACKGROUND: Commissioner Murphy received requests that freestyle bicycling be authorized in the Monroe County skate parks. Currently, the County Code allows only skateboarding and in-line skating while prohibiting any other activities in the skate parks. F.S. 316.0085 provides the County with statutory immunity from personal injury and property damage claims when it designates public property and allows the public to use that property for skateboarding, inline skating, paintball, freestyle, mountain, or off-road bicycling. The statute also expressly provides that the participants or users of the parks assume the known or unknown risks inherent with these activities irrespective of age and is legally responsible for all damages or injury to himself or other persons or property which result from these activities. The proposed amended MCC §18-27(n)(1) and (n)(2) are attached. Changes are reflected with strike through text for deletion and underlined text for addition.

PREVIOUS RELEVANT BOCC ACTION: On February 10, 2016, the BOCC directed Project Management and the County Attorney's office to take steps necessary to allow the use of freestyle bikes in the skate parks located at Key Largo Park and Big Pine Park. It is expected that contemporaneously with this AIS, the BOCC will approve a Resolution establishing the Skate and Bike Parks, adopting and ratifying revised rules for the Skate and Bike Parks to allow use of freestyle bikes, for posting of rules, permissible activities, and assumption of risk warning at the designated areas.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: advertising costs **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

ORDINANCE -2016

AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING SECTION 18-27 (n)(1) AND (n)(2) OF THE MONROE COUNTY CODE; RENAMING THE SKATE PARKS AT KEY LARGO COMMUNITY PARK AND BIG PINE KEY PARK TO SKATE AND BIKE PARKS; ALLOWING FOR FREESTYLE BICYCLING IN THE SKATE AND BIKE PARKS; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Monroe County has skate park facilities at the Key Largo Community Park ("Key Largo Park") and the Big Pine Key Park ("Big Pine Park") in which only skateboarding and in-line skating are currently authorized; and

WHEREAS, in response to residents' requests to allow freestyling bicycling in the skate parks, the County Attorney's office has drafted new rules to add freestyle bicycling as an authorized activity in the skate parks at the Key Largo Park and the Big Pine Park; and

WHEREAS, pursuant to §316.0085, F.S., a governmental entity, such as Monroe County, and its employees, are not liable to any person who voluntarily participates in skateboarding, in-line skating, paintball or freestyle or mountain or off-road bicycling for any damage or injury to property or persons which arises out of a person's participation in such activity, which takes place in an area that is owned or leased by the County, is designated by the County for such activity, and which has a rule posted in the designated area that identifies the authorized activities – skateboarding, in-line skating, and freestyling bicycling – only in this context; and

WHEREAS, pursuant to §316.0085(7)(a), F.S., any person who participates in or assists in skateboarding, in-line skating, paintball, or freestyle or mountain and off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property which result from these activities. Any person who observes skateboarding, in-line skating, paintball, or freestyle or mountain or off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities. A governmental entity that sponsors, allows, or permits skateboarding, in-line skating, paintball, or freestyle or mountain or off-road bicycling on its property is not required to eliminate, alter, or control the inherent risks in these activities; and

WHEREAS, the skate parks at the Key Largo Park and the Big Pine Park shall now be referred to and identified as "Skate and Bike Parks"; and

WHEREAS, because MCC Section 18-27 (n)(1) and (n)(2) don't authorize freestyle bicycling in the Skate and Bike Parks at the Key Largo Park and the Big Pine Park, County staff seeks to amend the Code to allow such activity;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

SECTION 1: Section 18-27(n)(1) and (n)(2) are hereby amended to read as follows:

(n) Skating, rollerblading ~~and~~ skateboarding, and bicycling.
(1) No person shall skate, rollerblade, skateboard, ride a bicycle, or perform any similar activity in any area of Key Largo Community Park except where designated by posted signs. Rules regulating the use of the skate and bike park at Key Largo Community Park shall be established by resolution of the board of county commissioners ~~or the county's contracted park operator~~, shall be provided to users, and shall be posted at the skate and bike park. Only use of skateboards, inline skates, and freestyle bicycles are permitted in the designated Skate and Bike Parks facility of Key Largo Community Park. The Skate and Bike Park is not intended for mountain or off-road bicycling.

(2) No person shall skate, rollerblade, skateboard, play racquetball, handball, roller hockey, use the multi-purpose courts, fitness stations, ride a bicycle, or perform any similar activity in any area of Big Pine Key Park except where designated by posted signs. Rules regulating the use of the skate and bike park at Big Pine Key Park shall be established by resolution of the board of county commissioners ~~or the county's contracted park operator~~, shall be provided to users, and shall be posted at the skate and bike park. Only use of skateboards, inline skates, and freestyle bicycles are permitted in the designated Skate and Bike Parks facility of Big Pine Key Park. The Skate and Bike Park is not intended for mountain or off-road bicycling.

SECTION 2: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of state and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____th day of _____, 2016.

Mayor Heather Carruthers _____
Mayor Pro Tem George Neugent _____
Commissioner Danny Kolhage _____

Commissioner David Rice _____
Commissioner Sylvia Murphy _____

(SEAL)
Attest: AMY HEAVILIN, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-4-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney

Bulk Item: Yes X No _ Staff Contact: Chris Ambrosio x3477

AGENDA ITEM WORDING: Approval of a Resolution renaming the skate parks at Key Largo Community Park ("Key Largo Park") and Big Pine Key Park ("Big Pine Park") to "Skate and Bike Parks", ratifying new rules and regulations to allow freestyle bicycling in the Skate and Bike Parks, and posting of rules, permissible activities, and assumption of risk warning at the designated areas.

ITEM BACKGROUND: On February 10, 2016, the board of county commissioners ("BOCC") directed Project Management and the County Attorney's office to take steps to authorize freestyle bicycling in the skate parks located at Key Largo Park and Big Pine Park.

Currently, MCC §18-27(n)(1) and (n)(2), Resolution No. 369-2014, and park rules and regulations prohibit bicycles in the skate parks. §18-27(n)(1) and (n)(2) require that rules regulating the skate parks shall be established by resolution of the BOCC.

Adoption of the Resolution will formally approve and establish (a) the name Skate and Bike Parks, (b) revised rules, and (c) posting of the rules, authorized activities – skateboarding, in-line skating, and freestyle bicycling - only, and assumption of risk warning at the Skate and Bike Parks.

A separate AIS will address advertisement for a public hearing to consider an ordinance amending MCC §18-27(n)(1) and (n)(2) to authorize freestyle bicycling in the Skate and Bike Parks.

PREVIOUS RELEVANT BOCC ACTION:
2/10/16 - BOCC directed Project Management and the County Attorney's office to take steps to authorize freestyle bicycling in the Key Largo Park and Big Pine Park skate parks.
11/14/14 - BOCC adopted Resolution No. 369-2014 ratifying rules and regulations for the skate parks.
9/17/13 – BOCC adopted Ordinance 036-2013 amending MCC, in pertinent part, the skate parks rules.
7/16/08 – BOCC adopted Ordinance 016-2008 amending MCC, in pertinent part, permissible activities in the skate parks.
6/21/06 - BOCC adopted Resolution No. 239-2006 ratifying the rules and regulations for the skate park located at Key Largo Park.
8/20/04 - BOCC adopted Resolution No. 245-2008 ratifying rules and regulations for the skate park located at Big Pine Park.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH**___ **Year** ____

APPROVED BY: County Atty OMB/Purchasing ___ Risk Management ___
DOCUMENTATION: Included X Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

RESOLUTION NO. _____ - 2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, RENAMING THE SKATE PARK FACILITIES AT KEY LARGO COMMUNITY PARK AND BIG PINE KEY PARK TO SKATE AND BIKE PARKS; CREATING AND RATIFYING NEW RULES AND REGULATIONS FOR THE SKATE AND BIKE PARKS; AND REQUIRING POSTING OF RULES, PERMISSIBLE ACITIVITIES, AND ASSUMPTION OF RISK WARNING AT THE SKATE AND BIKE PARKS.

WHEREAS, Monroe County has skate park facilities at the Key Largo Community Park ("Key Largo Park") and the Big Pine Key Park ("Big Pine Park") in which skateboarding and in-line skating are the only authorized activities; and

WHEREAS, the Board of County Commissioners ("BOCC") has received public requests to allow freestyle bicycling in the skate parks; and

WHEREAS, the Parks and Recreation Advisory Board and Facilities Management Department have approved allowing freestyle bicycling in the skate parks; and

WHEREAS, pursuant to §316.0085, F.S., a governmental entity, such as Monroe County, and its employees, are not liable to any person who voluntarily participates in skateboarding, in-line skating, paintball or freestyle or mountain or off-road bicycling for any damage or injury to property or persons which arises out of a person's participation in such activity, which takes place in an area that is owned or leased by the County, is designated by the County for such activity, and which has a rule posted in the designated area that identifies the authorized activities – skateboarding, in-line skating, and freestyling bicycling – only in this context; and

WHEREAS, pursuant to §316.0085(7)(a), F.S., any person who participates in or assists in skateboarding, in-line skating, paintball, or freestyle or mountain and off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property which result from these activities. Any person who observes skateboarding, in-line skating, paintball, or freestyle or mountain or off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities. A governmental entity that sponsors, allows, or permits skateboarding, in-line skating, paintball, or freestyle or mountain or off-road bicycling on its property is not required to eliminate, alter, or control the inherent risks in these activities; and

WHEREAS, the Project Management Department and County Attorney's Office have researched and implemented procedures for adding freestyle bicycling as an authorized activity in the skate parks; and

WHEREAS, the skate parks located at Key Largo Park and Big Pine Park shall now be referred to and identified as "Skate and Bike Parks"; and

WHEREAS, County attorneys have revised the Rules and Regulations governing the Skate and Bike Parks that participants and spectators must follow, which are made a part of this Resolution below; and

WHEREAS, Project Management will post the Rules and Regulations in the designated Skate and Bike Parks areas; and

WHEREAS, pursuant to MCC section 18-27(n)(1) and 18-27(n)(2) it is stated that rules regulating the use of the skate park shall be established by resolution of the board of county commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Board hereby ratifies and implements the following revised Rules and Regulations for the Skate and Bike Parks located at Key Largo Community Park and Big Pine Key Park in Monroe County:

1. Only skateboarding, inline skating and freestyle bicycling are authorized activities in the Skate and Bike Park. No other activities or equipment are authorized. Skate and Bike Park hours of operation are 8:30 a.m. to Sunset.

2. The Skate and Bike Park is not supervised. Pursuant to Sec. 316.0085, F.S. all participants and spectators assume all known and unknown inherent risks associated with skateboarding, inline skating and freestyle bicycling activities authorized in the Skate and Bike Park.

3. Participants must wear an appropriate helmet at all times while in the Skate and Bike Park. Shirts, shoes and proper athletic attire are required at all times.

4. The following are not permitted in the skating and biking area:
    - Smoking
    - Smokeless tobacco
    - Drug use/possession
    - Glass containers
    - Gum/Candy
    - Pets
    - Coolers
    - Weapons of any kind
    - Alcohol-possession consumption
    - Food and drinks
    - Personal amplified music
    - Skate Wax
    - Repairs of equipment
    - Back packs
    - Modification, manipulation or altering the skate and bike area and features

5. All participants and spectators must notify the Park operator or County management of any unsafe situations or conditions or injuries that are observed.

6. A participant or spectator not observing the above Rules and Regulations may be asked to leave the facility.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____th day of _____, 2016.

Mayor Heather Carruthers	_____
Mayor Pro Tem George Neugent	_____
Commissioner Danny Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

(SEAL)
Attest: AMY HEAVILIN, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-4-16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Division: County Attorney

Bulk Item: Yes X No _ Staff Contact: Chris Ambrosio 292-3477

AGENDA ITEM WORDING: Approval of Trespass After Warning Program Affidavit of Authorization for Monroe County Sheriff's Office to act as County representative to enforce Florida Statutes against trespassers on County property and authorize the County Administrator to execute the Affidavit.

ITEM BACKGROUND: In 2006, the County, through the Mayor, signed a Trespass After Warning Program Affidavit of Authorization ("Affidavit") authorizing MCSO to act as the County's authorized representative to enforce F.S. 810.08 and §810.09, against trespassers and unauthorized persons on County property and to warn and direct persons to leave the property or be subject to arrest under Florida law. MCSO has notified the County that that Affidavit must be updated. The County Attorney's Office has updated and improved the Affidavit which can be signed by the County Administrator, or designee, with BOCC approval. The BOCC may also authorize the County Administrator, or designee, to sign all future similar Affidavits or agreements and to take any administrative action on the BOCC's behalf warranted by those Affidavits or agreements. The Affidavit empowers MSCO deputies to act on behalf of the County to make arrests for trespassing, and to warn and direct persons to leave county-owned or leased property, in an effort to improve the safety and security of residents and visitors and protect public property. The Affidavit remains valid until it is cancelled by the County or MCSO. The limited authority does not obligate the MCSO to patrol the identified premises on any specific schedule. The County Facilities Department will complete the Affidavit to identify the individual County properties that are to be included in this program.

PREVIOUS RELEVANT BOCC ACTION: N/A.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval of the Trespass After Warning Program Affidavit of Authorization and for the County Administrator, or designee to sign all future similar Affidavits or agreements and to take any administrative action on the BOCC's behalf warranted by those Affidavits or agreements.

TOTAL COST: N/A **INDIRECT COST:** N/A **BUDGETED:** N/A

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No _X_ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty _X_ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Trespass After Warning Program
Affidavit of Authorization

To Whom It May Concern:

Monroe County Sheriff's Office Deputies are persons authorized by Monroe County for the purpose of enforcing 810.08 and 810.09, Florida Statutes, against trespassers and unauthorized persons on County property and to warn and direct persons to leave the property or be subject to arrest under Florida law.

Name of Business or Property:

_____

Located at: (List each separate address located on the property)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

This limited authority is granted to the Sheriff's Office by:

_____

Who is the

_____

Of Monroe County, and who is authorized and requests the deputies to enforce said Statutes on said properties, including the parking lots and curtilages thereof. This affidavit remains valid until it is cancelled by Monroe County or the Sheriff's Office. This limited authority does not obligate the Sheriff's Office to patrol these premises on any specific schedule. I acknowledge that I will assist with the prosecution of persons arrested pursuant to this affidavit.

_____

Signature and Authority

_____

Printed Name

_____

Address

_____

Contact phone numbers for day and after hours/fax/email

Sworn and subscribed before me this ____ day of _____, _____.

Notary Public at Large, State of Florida _____

My Commission expires: _____

Trespass After Warning Program
Registration Form

Business Name: _____

Business Address: _____

Business Phone: _____

Business Manager: _____

Property Owner Name: _____

Property Owner Address: _____

Property Owner Phone: Home: _____

Work: _____

Cell: _____

Fax: _____

Email: _____

For Monroe County Sheriff's Office Use Only

Date of Affidavit Authorization: _____

Number of signs required: _____

Date posted signs inspected: _____

Date faxed to dispatch: _____

Date posted in TAW file: _____

Date of email notification: _____

District: _____ Zone: _____ Grid: _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/16 Department: County Attorney

Bulk Item: Yes X No ___ Staff Contact: Chris Ambrosio x3477

AGENDA ITEM WORDING: Approval of Settlement Stipulation and Consent Judgment between Plaintiffs and Monroe County in *Tropical Bayside Leasing, LLC, et. al. v. Monroe County, et. al.*, Case No. 15-CA115-P and to authorize the County's outside counsel to execute the Settlement Stipulation.

ITEM BACKGROUND: Tropical Bayside Leasing, LLC. and five other Plaintiffs claim to be owners of parcels adjacent to a portion of U.S. 1 right of way (ROW) in Key Largo. Based on various theories, Plaintiffs claim that they also own the portion of the ROW immediately adjacent to their parcels. The State of Florida Department of Transportation (DOT) claims that it is fee simple owner of the 20 foot wide ROW adjacent to the parcels. DOT claims that the Plaintiffs have no ownership interest in the subject ROW. Plaintiffs filed a Declaratory Judgment action against DOT and Monroe County concerning the subject ROW. FDOT filed a counter Declaratory Judgment action against Plaintiffs. Monroe County claims no right, title, or interest in the subject ROW.

The proposed Settlement Stipulation between Plaintiffs and the County resolves the litigation for the County and releases and waives all claims that the Plaintiffs brought or could have taken against the County relating to these claims. Part of the settlement includes that a Consent Judgment Partially Quieting Title in favor of Plaintiffs and against the County will be submitted to the Court. The settlement documents provide that the parties shall bear their own fees and costs. The Plaintiffs approved the Settlement Stipulation, which has been executed by their counsel, and is attached to this AIS. Approval of this AIS will eliminate the need for a closed session in this matter.

PREVIOUS RELEVANT BOCC ACTION: On 4/15/15, the BOCC directed the County Attorney's Office to attempt to resolve the litigation. On 2/18/15, the BOCC had an extended public discussion regarding the subject ROW. Subsequent to the discussion, the Plaintiffs filed their action.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval of Settlement Stipulation and Consent Judgment Partially Quieting Title between Plaintiffs and County, and authorize the County's outside counsel to execute the settlement document.

TOTAL COST: -0- **INDIRECT COST:** N/A **BUDGETED:** Yes ___ No ___
DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** $ -0-

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___
DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

IN THE CIRCUIT COURT OF THE 16TH
JUDICIAL CIRCUIT IN AND FOR
MONROE COUNTY, FLORIDA

CASE NO. 15-CA-000115-P

TROPICAL BAYSIDE LEASING, LLC,
a Florida limited liability company,
KEYS HOSPITALITY, LLC, a Florida
limited liability company, PAUL KEEVER a/k/a
PAUL KEAVER a/k/a PAUL L. KEEVER,
CHRISTOPHER D. SANTE, PAMELA A. SANTE,
and ALAMAR, LLC, a Florida limited liability company,
and SUNSET COVE BEACH RESORT, INC., a
Florida corporation,

Plaintiffs,

vs.

MONROE COUNTY, a political subdivision
of the State of Florida, and STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Defendants.
_____/

SETTLEMENT STIPULATION BETWEEN PLAINTIFFS AND MONROE COUNTY

The Plaintiffs, TROPICAL BAYSIDE LEASING, LLC ("Tropical"), KEYS HOSPITALITY, LLC ("Keys Hospitality"), PAUL KEEVER a/k/a PAUL KEAVER a/k/a PAUL L. KEEVER ("Keever"), CHRISTOPHER D. SANTE ("Christopher Sante"), PAMELA A. SANTE ("Pamela Sante"), ALAMAR, LLC ("Alamar"), SUNSET COVE BEACH RESORT, INC. ("Sunset Cove"), and the Defendant, MONROE COUNTY ("Monroe County"), by and through their respective attorneys, hereby stipulate to the settlement of all claims in this proceeding directed against Monroe County as follows:

1. Tropical claims to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "A"** ("Tropical Parcel").

2. Keys Hospitality claims to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "B"** ("Keys Hospitality Parcels").

3. Keever claims to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "C"** ("Keever Parcel").

4. Christopher Sante and Pamela Sante (collectively "Sante") to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "D"** ("Sante Parcel").

5. Alamar claims to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "E"** ("Alamar Parcel").

6. Sunset Cove claims to be the fee simple owner of the parcel of real property located in Monroe County which is described on **Composite Exhibit "F"** ("Sunset Cove Parcel").

7. Through this proceeding, Tropical, Keys Hospitality, Keever, Sante, Alamar, and Sunset Cove seek, among other forms of relief, declaratory relief and a judgment: (1) quieting title of the Tropical Parcel in Tropical, (2) quieting title of the Keys Hospitality Parcels in Keys Hospitality, (3) quieting title of the Keever Parcel in Keever, (4) quieting title of the Sante Parcel in Sante, (5) quieting title of the Alamar Parcel in Alamar, and (6) quieting title of the Sunset Cove Parcel in Sunset Cove.

8. The Co-Defendant, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), opposes the Plaintiffs' efforts to secure declaratory relief in this proceeding, opposes the entry of any judgment quieting title in the respective Plaintiffs

in this proceeding and, additionally, asserts that FDOT (not the respective Plaintiffs) is the fee simple owner of the Tropical Parcel, the Keys Hospitality Parcels, the Keever Parcel, the Sante Parcel, the Alamar Parcel, and the Sunset Cove Parcel.

9. Monroe County claims no right, title, or interest in the Tropical Parcel, the Keys Hospitality Parcels, the Keever Parcel, the Sante Parcel, the Alamar parcel, or the Sunset Cove Parcel and seeks, through this Stipulation, to avoid the burdens and costs of litigating the ownership dispute between the respective Plaintiffs and the FDOT.

10. As a result, in exchange for the entry of the attached Consent Judgment Partially Quieting Title ("Consent Judgment"), the Plaintiffs shall be bound by the following obligations listed in paragraphs 11, 12, 13, and 14 below, all of which obligations shall be incorporated into and shall survive the entry of the Consent Judgment.

11. In the event the trial court determines that, **as against the FDOT**, Tropical, Keys Hospitality, Keever, Sante, Alamar, or Sunset Cove is the owner of the parcel or parcels being claimed by that Plaintiff in this proceeding as set forth above in paragraph 7 ("Plaintiff's Corresponding Parcel"), then, upon the exhaustion of applicable appellate rights, that prevailing Plaintiff will be obligated to pay all taxes associated with ownership of that Plaintiff's Corresponding Parcel -- as if no ownership dispute ever existed -- for the period of time beginning 3 years prior to the entry of any such judgment. With respect to the obligation to pay 3 years of "back taxes" due on a Plaintiff's Corresponding Parcel, the appropriate Monroe County authorities, pursuant to section 193.092, Florida Statutes, will determine the appropriate tax assessment for each Plaintiff's Corresponding Parcel and will compute the amount of back taxes owed in the usual and ordinary course of business. Each Plaintiff hereby waives all laches and all time-bar-related objections and defenses in response

to all tax assessments and to all tax collection efforts contemplated under this paragraph, but preserves substantive objections and defenses as to valuation and amount owed.

12. Upon any Plaintiff's payment of the taxes to the Monroe County Tax Collector as contemplated in paragraph 11 above, that Plaintiff waives all rights to seek reimbursement of the amount paid.

13. The Plaintiffs hereby irrevocably release Monroe County from each and every claim that was asserted in the Complaint, Amended Complaint, and Second Amended Complaint ("Asserted Claims") and, additionally, the Plaintiffs hereby release Monroe County from each and every claim which could have been joined with any of the Asserted Claims and from each and every claim which relates to any of the Asserted Claims, including the properties, allegations, documents, issues, and matters upon which the Asserted Claims were predicated ("Related Claims"). Independently, the Plaintiffs hereby waive all such Asserted Claims and Related Claims. The intent of the releases and waivers stated in this paragraph is to secure a final resolution of all claims the Plaintiffs raised and could have raised against Monroe County in this proceeding, applying an interpretation of Florida's rules on joining causes of action which favors joinder and, accordingly, favors an expansive scope of the Plaintiffs' release and waiver of claims.

14. Tropical, Keys Hospitality, Keever, Sante, Alamar, Sunset Cove and Monroe County, hereby stipulate that each party will assume its own attorney's fees and costs associated with this proceeding.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 3-4-16

SHUTTS & BOWEN, LLP
Attorneys for Tropical, Keys Hospitality, Mar-Ti-Key, Keever, Sante, Alamar, and Sunset Cove
200 E. Broward Blvd.
Suite 2100
Ft. Lauderdale, FL 33301

By: _____
SUZANNE M. DRISCOLL, ESQ.
Florida Bar No. 827797

JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, P.A.
Attorneys for Monroe County
2455 East Sunrise Blvd.
Suite 1000
Fort Lauderdale, FL 33303-0220

By: _____
JEFFREY L. HOCHMAN, ESQ.
Florida Bar No. 902098

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was **SERVED** and **FILED** via FL E-Portal to: **Suzanne M. Driscoll, Esq.**, (sdriscoll@shutts.com) Shutts & Bowen, LLP, 200 E. Broward Blvd., Ste. 2100, Ft. Lauderdale, FL 33301; **Ted A. Avellone, Esq.**, (ted.avellone@dot.state.fl.us), Assistant General Counsel, Office of the General Counsel, Florida Department of Transportation, 605 Suwannee Street, MS 58, Tallahassee, FL 32399; **Chris Ambrosio, Esq.** and **Christine Limbert-Barrows, Esq.** (Ambrosio-Chris@monroecounty-fl.gov, dastugue-Laurie@monroecounty-fl.gov, Limbert-Christine@monroecounty-fl.gov), Monroe County Attorney's Office, 1111 12th Street, Suite 408, Key West, FL 33040 this _____ day of March 2016.

_____
JEFFREY L. HOCHMAN
Fla. Bar No. 902081
Attorneys for Defendant Monroe County
JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, PA
2455 E. Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Tel: 954-463-0100
Fax: 954-463-2444
Hochman@jambg.com
Ericksen@jambg.com

IN THE CIRCUIT COURT OF THE 16TH
JUDICIAL CIRCUIT IN AND FOR
MONROE COUNTY, FLORIDA

CASE NO. 15-CA-000115-P

TROPICAL BAYSIDE LEASING, LLC, et al.

Plaintiff,

vs.

MONROE COUNTY, a political subdivision
of the State of Florida, and STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Defendants.
_____/

CONSENT JUDGMENT PARTIALLY QUIETING TITLE IN FAVOR OF PLAINTIFFS AND AGAINST MONROE COUNTY

THIS CAUSE came before the Court upon the Settlement Stipulation ("Stipulation") filed by the Plaintiffs, TROPICAL BAYSIDE LEASING, LLC ("Tropical"), KEYS HOSPITALITY, LLC ("Keys Hospitality"), PAUL KEEVER a/k/a PAUL KEAVER a/k/a PAUL L. KEEVER ("Keever"), CHRISTOPHER D. SANTE ("Chris Sante"), PAMELA A. SANTE ("Pam Sante") (collectively "Santes"), ALAMAR, LLC ("Alamar"), SUNSET COVE BEACH RESORT, INC. ("Sunset Cove"), and the Defendant, MONROE COUNTY ("Monroe County"), and the Court being advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. The Stipulation is hereby adopted and approved as order of the Court.

2. In accordance with paragraphs 9 and 10 of the Stipulation, the Court determines the following:

A. As between Tropical and Monroe County, Tropical is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "A."**

B. As between Keys Hospitality and Monroe County, Keys Hospitality is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "B."**

C. As between Keever and and Monroe County, Keever is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "C."**

D. As between the Santes and Monroe County, the Santes is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "D."**

E. As between Alamar and Monroe County, Alamar is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "E."**

F. As between Sunset Cove and Monroe County, Sunset Cove is hereby determined to be the fee simple owner of the parcel of real property described in **Composite Exhibit "F."**

3. The relief provided in this Consent Judgment is not binding upon the Co-Defendant, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, or upon any non-party to this proceeding. See § 65.041, Fla. Stat., and Sparling v. Boca Raton Land Development, Inc., 438 So. 2d 413 (Fla. 4th DCA 1983).

4. In accordance with paragraph 14 of the Stipulation, the respective Plaintiffs and Monroe County will bear their own attorney's fees and costs.

DONE AND ORDERED in Chambers in Plantation Key, Monroe County, Florida on this _____ day of March 2016.

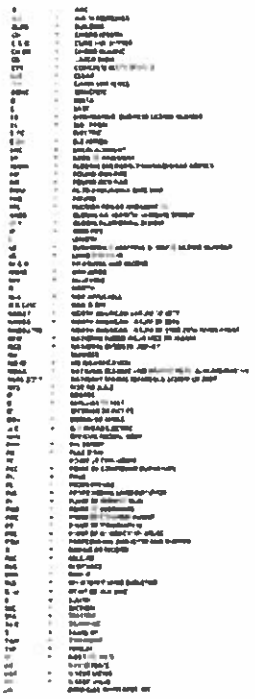
CIRCUIT COURT JUDGE
LUIS GARCIA

cc: Jeffrey L. Hochman, Esq. (Hochman@jambg.com)
Suzanne M. Driscoll, Esq. (sdriscoll@shutts.com)
Ted A. Avellone, Esq. (ted.avellone@dot.state.fl.us)
Chris Ambrosio, Esq. (Ambrosio-Chris@monroecounty-fl.gov)
Christine Limbert-Barrows, Esq. (Limbert-Christine@monroecounty-fl.gov

SYMBOL LEGEND:

LIGHT POLE
TYPICAL STATION
UTILITY POLE
MAIL BOX
ELECTRIC BOX
TRAFFIC SIGNAL BOX
FIRE HYDRANT
STORM SEWER/CATCH BASIN
WATER METER
SIGN
TELEPHONE BOX
WATER VALVE
ELEVATIONS
TRAFFIC LANE FLOW
CENTER LINE
MONUMENT LINE
DIAMETER

ABBREVIATIONS:



Legal for Tropical Bayside Leasing, LLC

Commence at the Southwesterly corner of Tract 1 of "Revised Plat of Sunset Cove" Per Plat Book 2 at page 20 of the Public Records of Monroe County Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on aforesaid Plat, a distance of 300.70' to the Northeasterly corner of Tract 2, said point also being the common corner with Tract 3, Being the Point of Beginning (P.O.B.), Thence run southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way Line of the former Florida East Coast Railway, Thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 321.76' to a Point Being on the intersection of the Northerly line of the former Florida East Coast Railway and the Southerly extension of the Westerly line of the aforementioned Tract 1, Thence run Northerly along the aforesaid Southerly extension of the Westerly line of the aforesaid Tract 1 for a distance of 29.05' to the aforementioned Southwesterly corner of Tract 1, Thence run Northeasterly along the aforementioned Northerly line of the 20' wide road for a distance of 300.70' to the Point of Beginning (P.O.B.)

Property contains: 6,224.69 square feet +/- or 0.142 acres +/-

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE (BY THIS OFFICE) FOR ACCURACY AND OR EMISSIONS.
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATE OF TITLE. ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES (IF ANY) OR AN ASSUMED VALUE
8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
9. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ARE NOT NOTED AS VIOLATIONS OR ENCROACHMENTS
10. R/W LINES DEPICTED HEREON ARE BELIEVED TO BE THE PLAT'S OR PUBLIC RECORDS (UNLESS OTHERWISE NOTED) NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING OWNERS OR RIGHTS OF WAY, DEDICATIONS, LOT LINES PROPERTY LINES, BEARINGS ETC
11. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT ITS WRITTEN CONSENT
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, (N.G.V.D.), OF 1929, UNLESS OTHERWISE NOTED
13. BENCHMARK USED: NO ELEVATION REQUESTED
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/1990 2007 NSRS ADJUSTMENT
15. COORDINATE CONVERSIONS (IF ANY) HAVE BEEN CONVERTED USING CORPSCON VERSION 6.0.1, FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
17. ACCURACY OF HORIZONTAL CONTROL (FOR EXPECTED USE OF LAND AS DEFINED BY FLA. STD. THE FIELD MEASUREMENTS WERE MADE BY CALCULATIONS BY A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS EQUIPS.

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS AS NOTED AS LIST

COMMERCIAL/HIGH RISK	LINEAR 1 FOOT IN 10,000 FEET
SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTING	12-15-2015
DATE SIGNED AND SEALED	12-16-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "A"

EXHIBIT___

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

ZURWELLE-WHITTAKER, INC. EST. 1976
CONSULTING ENGINEERS AND SURVEYORS
1419 LA STRADA HWY, KEY LARGO, FL 33037 PH: (305) 451-1488 FAX: (305) 451-1489
CERTIFICATE OF AUTHORIZATION NO. LB0003186 EB 0026511 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6733
STATE OF FLORIDA

PROJECT: TROPICAL BAYSIDE LEASING

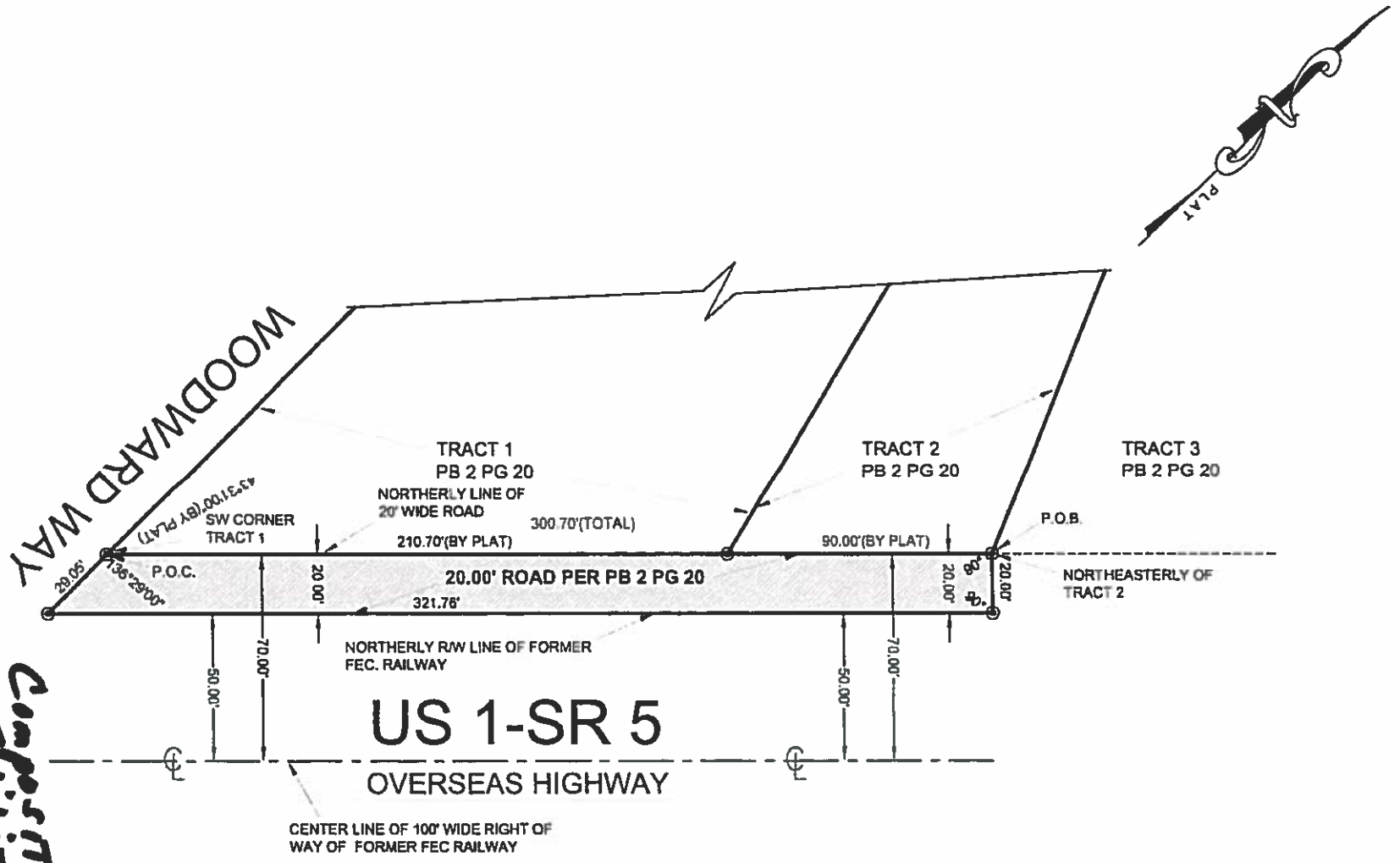
SHEET: SKETCH OF LEGAL

DRAWN: JHR
REVISED: EAM

SCALE: N/A
DATE: 12/15/2015
FILE:

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

Composite Exhibit "A"



SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: TROPICAL BAYSIDE LEASING
DATE: 12/15/2015	REVISED: EAM		
FILE:			

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
STATE OF FLORIDA

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
140815 O. BARBAS HWY. KEY LARGO, FL 33037 PH: (305) 634-4666 FAX: (305) 531-4666
CERTIFICATE OF AUTHORIZATION NO. LB0000166 EB 0023651 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL FLORIDA SURVEYING AND MAPPING SOCIETY

SYMBOL LEGEND:

- LIGHT POLE
- TYPICAL STATION
- UTILITY POLE
- MAIL BOX
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- FIRE HYDRANT
- SEWER MANHOLE/CATCH BASIN
- WATER METER
- SIGN
- TELEPHONE BOX
- WATER VALVE
- ELEVATIONS
- TRAFFIC LANE FLOW
- CENTER LINE
- MONUMENT LINE
- DIAMETER

ABBREVIATIONS:

SURVEYOR'S NOTES:

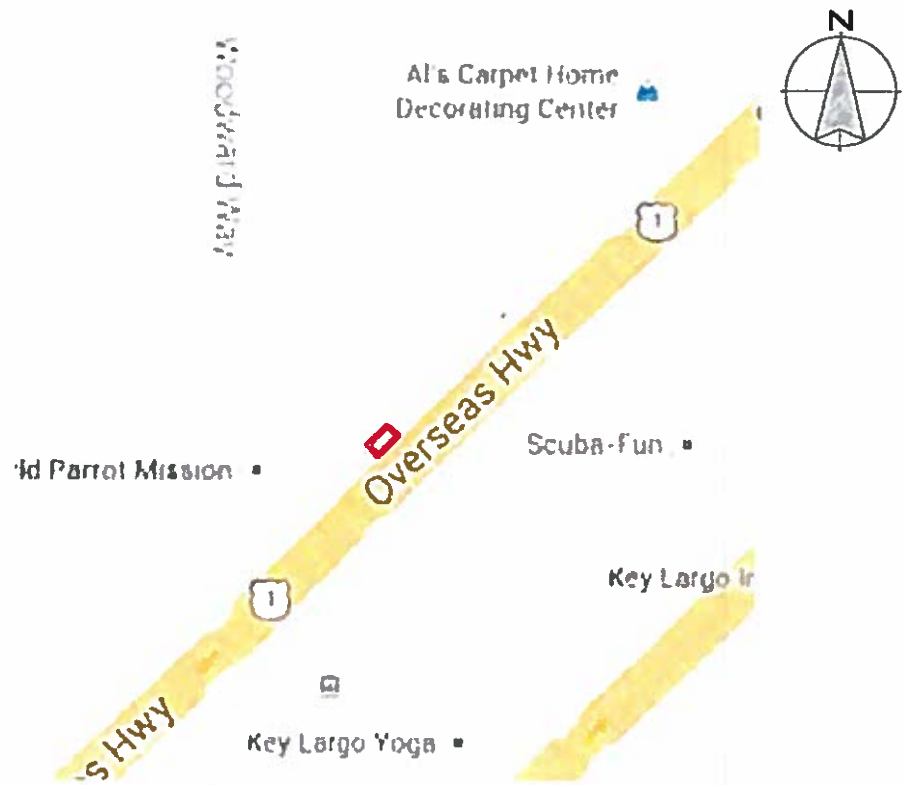
1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR OMISSIONS
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT BASIS (IF ANY) OR AN ASSUMED VALUE
8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
9. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS
10. P.O.B. LINES DEPICTED HEREON ARE REFERENCED TO THE PLATS OF PUBLIC RECORD (UNLESS NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING CHANGES IN RIGHTS OF WAY, DEDICATIONS, LOT LINES, PROPERTY LINES, ZONING ETC.
11. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, (N.G.V.D.) OF 1929, UNLESS OTHER WISE NOTED
13. BENCHMARK USED: NOT ELEVATION REQUESTED
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) 2007 YEARS ADJUSTMENT
15. COORDINATE CONTROL POINTS (IF ANY) HAVE BEEN ESTABLISHED USING COMPUTER VERSION 8.1 FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA.
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
17. ACCURACY OF HORIZONTAL CONTROL: (IF OR EXPECTED USE OF LAND AS DEFINED BY DOD 1730 THE FIELD MEASUREMENTS UTILIZED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS SYSTEMS

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS MORE OR LESS

COMMERCIAL/HIGH RISE	LINEAR 1 FOOT IN 10,000 FEET
X SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027.



Legal for Keys Hospitality LLC

Commence at the Southwesterly corner of Tract 1, of "Revised Plat of Sunset Cove" per Plat Book 2 at Page 20 of the Public Records of Monroe County, Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on the aforesaid Plat, a distance of 915.70', To the Southwesterly corner of Tract 10, said point being the Point of Beginning (POB), Thence continue Northeasterly along the aforementioned Northerly line for a distance of 200.00' to a point being the common corner for Tracts 11 and 12, Thence run southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way line of the Former Florida East Coast Railway, thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 200.00', to a point being 20' perpendicular of the Southwest corner of Tract 10, thence run Northwesterly and perpendicular to the aforementioned Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 20' to the Point Of Beginning (POB).

Property contains: 4,000 square feet +/- or 0.091 acres +/-

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTING	12-15-2015
DATE SIGNED AND SEALED	12-15-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "B"

EXHIBIT___

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
1-800-15 OVERSEAS HWY, KEY LARGO FL 33037 PH: (305) 394-0466 FAX: (305) 451-1099
CERTIFICATE OF AUTHORIZATION NO. LB0030165 (D 002951) WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS5735
STATE OF FLORIDA

PROJECT: KEY HOPITALITY, LLC

SHEET: SKETCH OF LEGAL

DRAWN: JLR

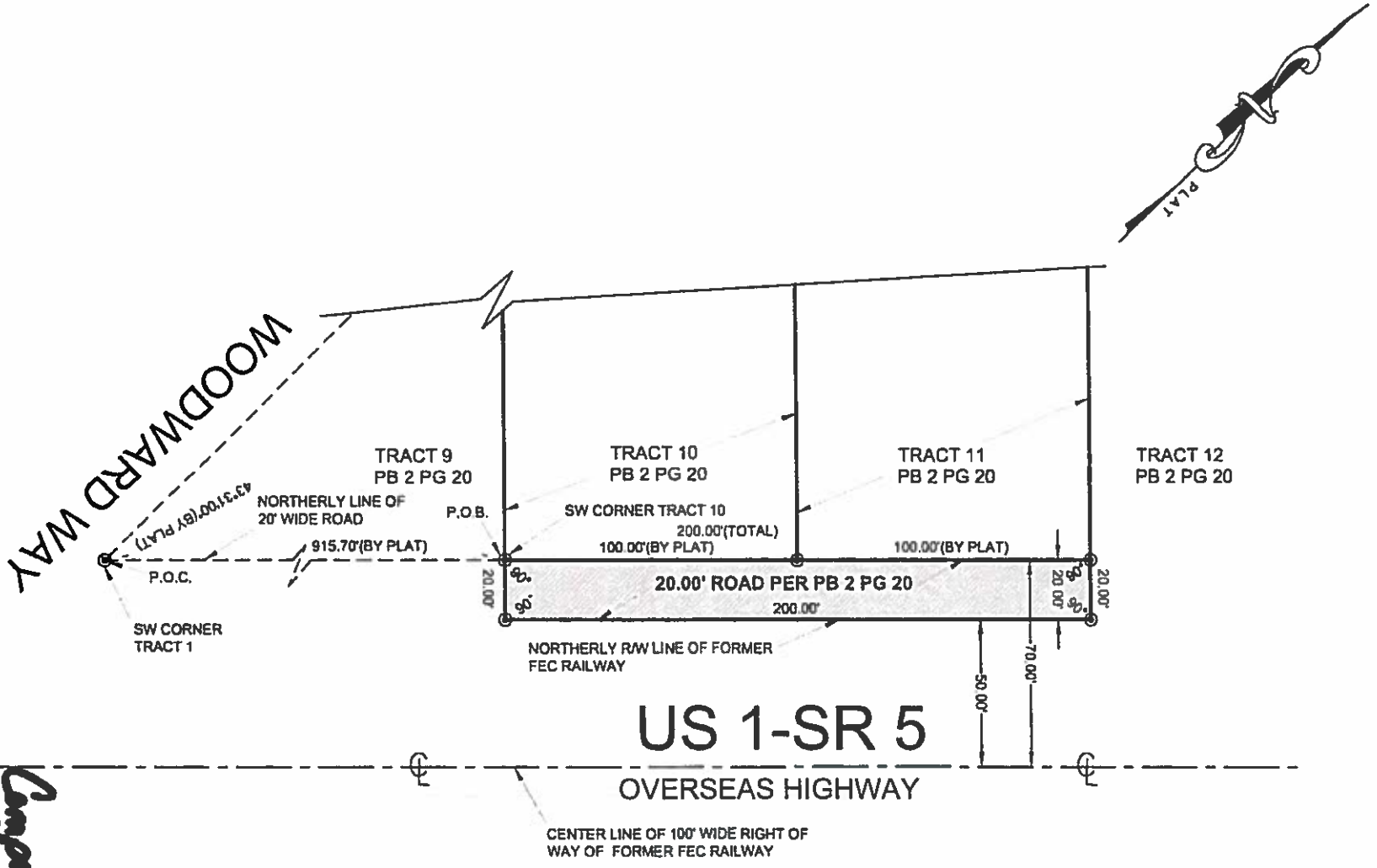
REVISED: E-A-I

SCALE: N/A

DATE: 12/15/2015

FILE:

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.



Composite Exhibit "B"

SHEET 2 OF 02

SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: KEY HOPITALITY, LLC
DATE: 12/15/2015	REVISED: EAM		
FILE:			

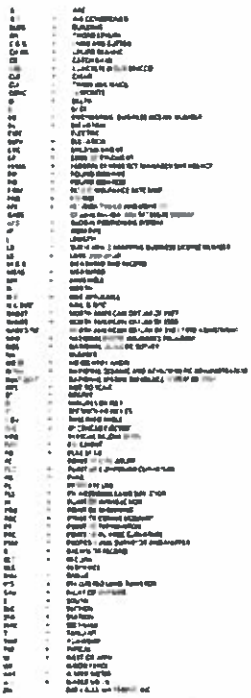
EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
STATE OF FLORIDA

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
140813 OVERSEAS HWY, KEY LARGO, FL 33037 PH: (305) 534-4488 FAX (305) 531-4569
CERTIFICATE OF AUTHORIZATION NO. LB0000166 EB 0028531 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL FLORIDA SURVEYING AND MAPPING SOCIETY

SYMBOL LEGEND:

- LIGHT POLE
- TYPICAL STATION
- UTILITY POLE
- MAIL BOX
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- FIRE HYDRANT
- STORM SEWER/CATCH BASIN
- WATER METER
- SIGN
- TELEPHONE BOX
- WATER VALVE
- ELEVATIONS
- TRAFFIC LANE FLOW
- CENTER LINE
- MONUMENT LINE
- DIAMETER

ABBREVIATIONS:



Legal For Paul Keever

Commence at the Southwesterly corner of Tract 1, of "Revised Plat of Sunset Cove" per Plat Book 2 at Page 20 of the Public Records of Monroe County, Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on the aforesaid Plat, a distance of 570.70' To the Southwesterly corner of Tract 6, said point being the Point of Beginning (POB). Thence continue Northeasterly along the aforementioned Northerly line for a distance of 175.00' to a point being the common corner for Tracts 7 and 8. Thence run southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way line of the Former Florida East Coast Railway, thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 175.00', to a point being 20' perpendicular of the Southwest corner of Tract 6, thence run Northwesterly and perpendicular to the aforementioned Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 20' to the Point Of Beginning (POB).

Property contains: 3,500 square feet +/- or 0.0803 acres +/-

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE (BY THIS OFFICE) FOR ACCURACY AND OR OMISSIONS
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY
7. DIMENSIONS, BEARINGS OR ANGLES AND CITED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED
8. BEARINGS ARE BASED ON SHOWN PLAT VALUES (IF ANY) OR ANY ASSUMED VALUE
9. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
10. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN EASEMENTS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS
11. R/W LINES EXPECTED HEREON ARE REFERENCED TO THE PLATS OF PUBLIC RECORD (UNLESS OTHERWISE NOTED) AND NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING CHANGES IN RIGHTS OF WAY, DEDICATIONS, LOT LINES, PROPERTY DIMENSIONS, ETC.
12. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
13. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, (NGVD) OF 1929 UNLESS OTHERWISE NOTED
14. BENCHMARK USED: NO ELEVATION REQUESTED
15. COORDINATES SHOWN ARE (IF ANY) RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90) ADJUSTMENT
16. COORDINATE (IF ANY) HAVE BEEN CONVERTED USING COMPUSCOM VERSION 6.0 FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA
17. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
18. ACCURACY OF HORIZONTAL CONTROL (FOR EXPECTED USE OF LAND AS DEFINED BY (5J-17) THE FIELD MEASUREMENTS WERE ADJUSTED BY CALCULATION OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS/GNSS

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS MORE OR LESS

COMMERCIAL/HIGH RISK	LINEAR 1 FOOT IN 10,000 FEET
X SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTING	12-15-2015
DATE SIGNED AND SEALED	12-15-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "C"

EXHIBIT___

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

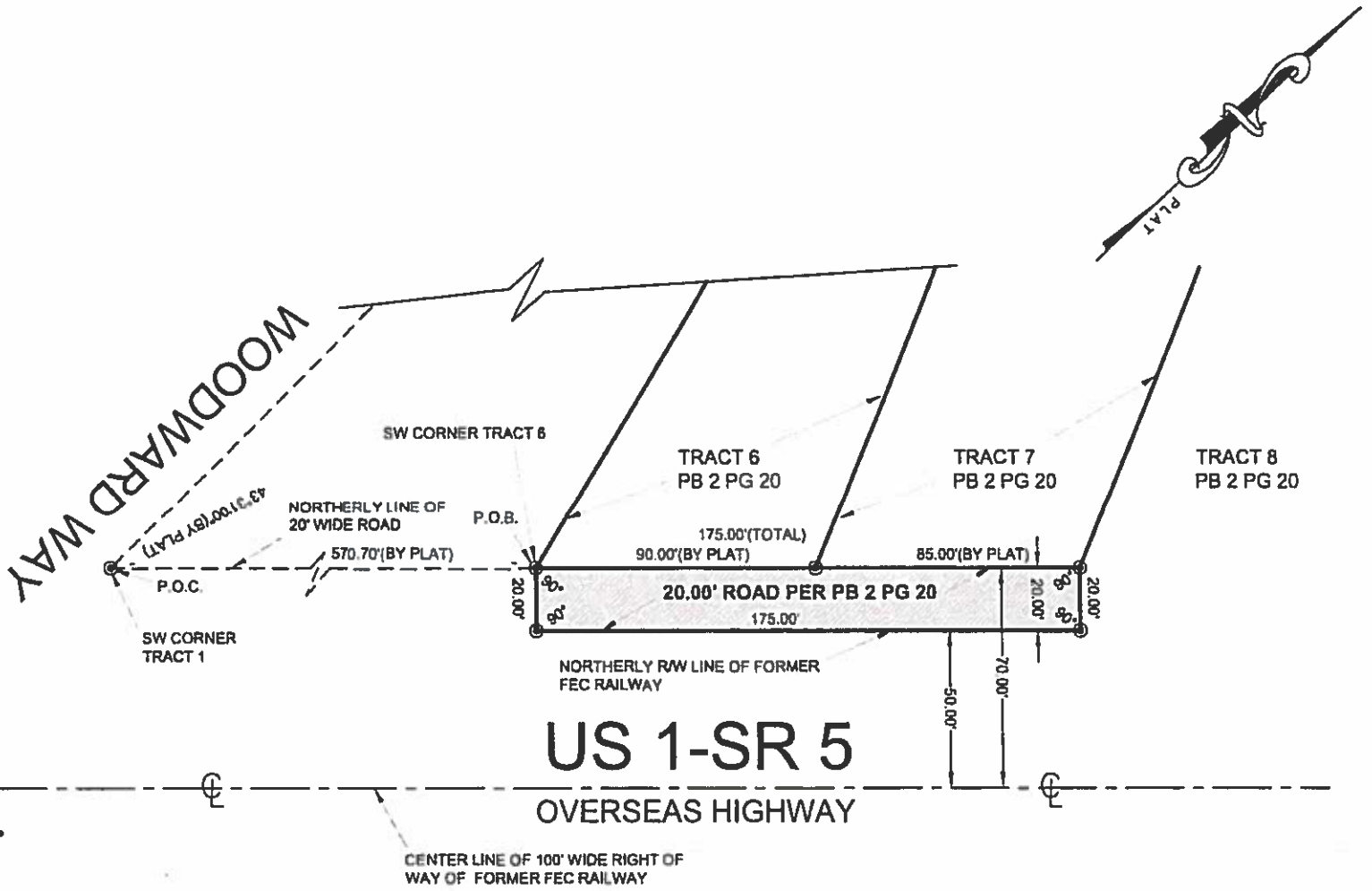
ZURWELLE-WHITTAKER, INC. ESTAB. 1988
CONSULTING ENGINEERS AND SURVEYORS
14018 OVERSEAS HWY, KEY LARGO, FL 33037
PH: (305) 853-4468 FAX (305) 521-4589
CERTIFICATE OF AUTHORIZATION NO. LB0003186 OF 0029851
WWW.ZURWELLE-WHITTAKER.COM
MEMBER, FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. 136715
STATE OF FLORIDA

PROJECT: **PAUL KEEVER**

SHEET: **SKETCH OF LEGAL**

DRAWN: JLR	REVISED: EAM
SCALE: N/A	
DATE: 12/15/2015	
FILE:	



NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

SHEET 2 OF 02

Exhibit "C"

SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: PAUL KEEVER
DATE: 12/15/2015	REVISED: EAM		
FILE:			

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
STATE OF FLORIDA

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
1400 15 O. ERSEAS HWY, KEY LARGO, FL 33037 PH: (305) 534-4888 FAX (305) 531-4888
CERTIFICATE OF AUTHORIZATION NO. LB0000165 (3) 0028651 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL FLORIDA SURVEYING AND MAPPING SOCIETY

SYMBOL LEGEND:

- LIGHT POLE
- TYPICAL STATION
- UTILITY POLE
- MAIL BOX
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- FIRE HYDRANT
- STORM SEWER/CATCH BASIN
- WATER METER
- SIGN
- TELEPHONE BOX
- WATER VALVE
- ELEVATIONS
- TRAFFIC LANE FLOW
- CENTER LINE
- MONUMENT LINE
- DIAMETER

ABBREVIATIONS:

Legal for Chris and Pam Sante

Commence at the Southwesterly corner of Tract 1, of "Revised Plat of Sunset Cove" per Plat Book 2 at Page 20 of the Public Records of Monroe County, Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on the aforesaid plat, a distance of 821.70' to a point being 4' Southwesterly of Tract 9, said point being the Point of Beginning (POB), Thence continue Northeasterly along the aforementioned Northerly line for a distance of 94.00' to a point being the common corner for Tracts 9 and 10, Thence run southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way line of the former Florida East Coast Railway, Thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 94.00', to a point being 20' perpendicular to a point being 4' Southwest of Tract 9, Thence run Northwesterly and perpendicular to the aforementioned Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 20' to the Point Of Beginning (POB).

Property contains: 1,880 square feet +/- or 0.043 +/-

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF LANDS BEARING ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT DISCLOSED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS WAS MADE BY THIS OFFICE; FOR ACCURACY AND OR EASEMENTS
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHER WISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUE (IF ANY) OR AN ASSUMED VALUE
8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
9. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
10. BOUNDARY LINES DEPICTED HEREON ARE DERIVED TO THE PLATS OF PUBLIC RECORD DATED BELOW NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING CHANGES IN RIGHTS OF WAY, DEDICATIONS, LOT LINES, PROPERTY LINES, ZONING ETC
11. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD OF 1929, UNLESS OTHER WISE NOTED
13. BENCHMARK USED: NO ELEVATION REQUESTED
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/99 (NAD 83/99) ADJUSTMENT
15. COORDINATE CONVERSIONS (IF ANY) HAVE BEEN CONVERTED USING COMPUSCON VERSION 6.6.2 FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA.
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
17. ACCURACY OF HORIZONTAL CONTROL (FOR EXPECTED USE OF LAND AS DEPICTED BY (SURVEY) THE FIELD MEASUREMENTS MEMBER BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS EQUIPMENT

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS NOT MORE OR LESS

COMMERCIAL/HIGH RISE	LINEAR 1 FOOT IN 10,000 FEET
SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTING	12-15-2015
DATE SIGNED AND SEALED	12-16-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "D"

EXHIBIT___

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON. SHEET 1 OF 02

ZURWELLE-WHITTAKER, INC. ESTAB 1996
CONSULTING ENGINEERS AND SURVEYORS
94-415 OVERSEAS HWY, KEY LARGO, FL 33037 PH: (305) 852-4988 FAX (305) 852-4189
CERTIFICATE OF AUTHORIZATION NO. LB0002188 OR 0028551 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS5736
STATE OF FLORIDA

PROJECT: CHRIS & PAM SANTE

SHEET: SKETCH OF LEGAL

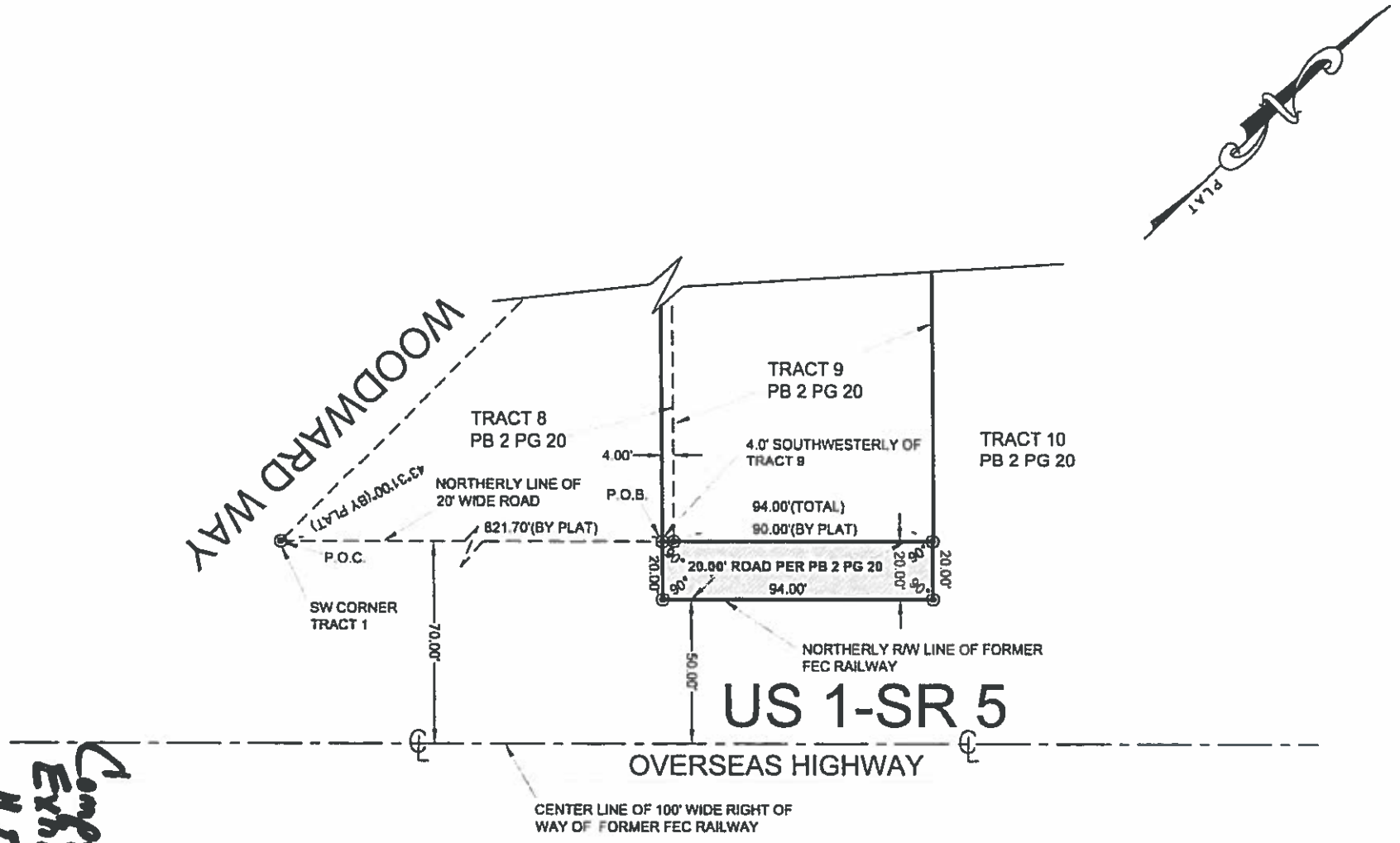
DRAWN: JLR | REVISED: EAM

SCALE: N/A | DATE: 12/15/2015 | FILE:

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

SHEET 2 OF 02

Composite Exhibit "D"



SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: CHRIS & PAM SANTE
DATE: 12/15/2015	REVISED: EAM		
FILE:			

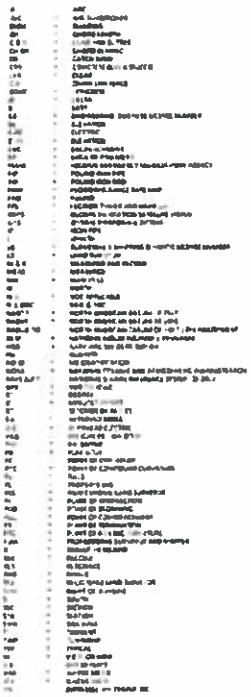
EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6735
STATE OF FLORIDA

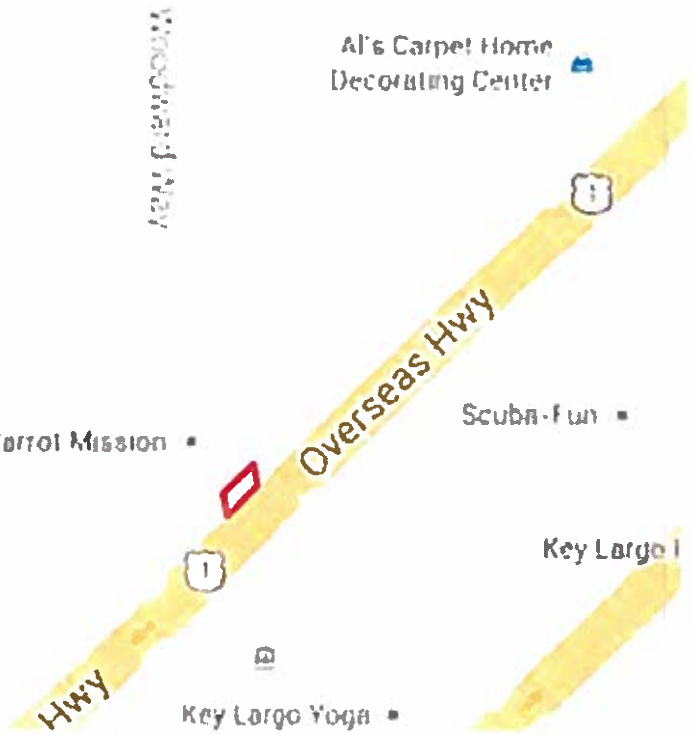
ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
140315 OVERSEAS HWY. KEY LARGO, FL 33037 PH: (305) 534-4686 FAX (305) 451-4389
CERTIFICATE OF AUTHORIZATION NO. LB0003166 OR 002963 WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL FLORIDA SURVEYING AND MAPPING SOCIETY

SYMBOL LEGEND:

- LIGHT POLE
- TYPICAL STATION
- UTILITY POLE
- MAIL BOX
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- FIRE HYDRANT
- STORM SEWER CATCH BASIN
- WATER METER
- SIGN
- TELEPHONE BOX
- WATER VALVE
- ELEVATIONS
- TRAFFIC LANE FLOW
- CENTER LINE
- MONUMENT LINE
- DIAMETER

ABBREVIATIONS:





Legal for Alamar LLC

Commence at the Southwesterly corner of Tract 1, of "Revised Plat of Sunset Cove" per Plat Book 2 at Page 20 of the Public Records of Monroe County, Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on the aforesaid Plat, a distance of 390.70'. To the Southwesterly corner of Tract 4, said point being the Point of Beginning (POB). Thence continue Northeasterly along the aforementioned Northerly line for a distance of 180.00' to a point being the common corner for Tracts 5 and 6. Thence run Southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way line of the Former Florida East Coast Railway, thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 180.00', to a point being 20' perpendicular of the Southwest corner of Tract 4, thence run Northwesterly and perpendicular to the aforementioned Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 20' to the Point Of Beginning (POB).

Properly contains: 3,600 square feet +/- or 0.082 acres +/-

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR OMISSIONS
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES. "TITLE" ABSTRACT NOT REVIEWED.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY WAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES (IF ANY) OR AN ASSUMED VALUE
8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
9. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATION, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS
10. BUILDING LINES DEPICTED HEREON ARE AS REFERENCED TO THE PLATS OF PUBLIC RECORD (LISTED BELOW) NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING CHANGES OR RIGHTS OF WAYS, DEDICATIONS, LOT LINES, PROPERTY LINES, ZONING ETC.
11. THIS DRAWING IS PROPERTY OF ZURWELLE WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, (NGVD) OF 1929, UNLESS SHOWN OTHERWISE
13. BENCHMARK USED: NO ELEVATION REQUESTED
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, (NAD 83) 2007 WHERE ADJUSTMENT
15. COORDINATE CONVERSIONS (IF ANY) HAVE BEEN COMPUTED USING CORPSCON (VERSION 6.0.1) FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
17. ACCURACY OF HORIZONTAL CONTROL (FOR EXPECTED USE OF LAND AS DEFINED BY (5)) THE FIELD MEASUREMENTS PERFORMED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN BY THE METHOD OF TOTAL STATION AND OR GPS MEANS

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS AS NOTED OR LESS

COMMERCIAL/HIGH RISE	LINEAR 1 FOOT IN 10,000 FEET
X SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTED	12-15-2015
DATE SIGNED AND SEALED	12-15-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "E"

EXHIBIT___

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON.

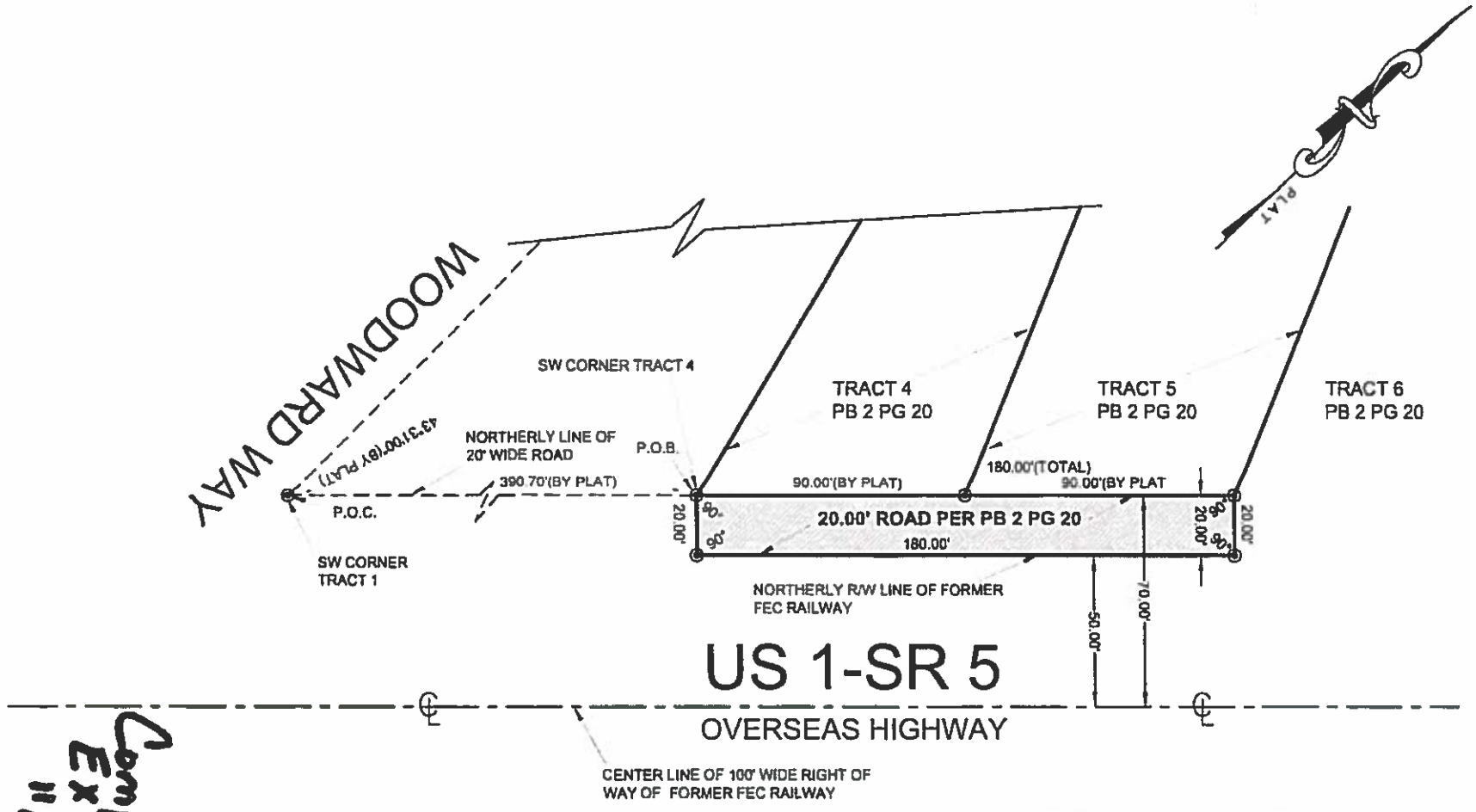
ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
1420 15 OVERSEAS HWY, KEY LARGO, FL 33037
PH: (305) 534-4488 FAX: (305) 531-4588
CERTIFICATE OF AUTHORIZATION NO. LB0003116 (E 000851)
WWW.ZURWELLE-WHITTAKER.COM
MEMBER, FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS5795
STATE OF FLORIDA

PROJECT: ALAMAR, LLC

SHEET: SKETCH OF LEGAL

DRAWN: JMR
REVISED: E.M.
SCALE: N/A
DATE: 12/15/2015
FILE:



NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON

SHEET 2 OF 02

Composite Exhibit "E"

SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: ALAMAR, LLC
DATE: 12/15/2015	REVISED: EAM		
FILE:			

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
STATE OF FLORIDA

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
140815 OVERSEAS HWY, KEY LARGO, FL 33037
PH: (305) 534-4666 FAX (305) 531-4569
CERTIFICATE OF AUTHORIZATION NO. LB0003616 EB 0003651
WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

SYMBOL LEGEND:

LIGHT POLE
TYPICAL STATION
UTILITY POLE
MAIL BOX
ELECTRIC BOX
TRAFFIC SIGNAL BOX
FIRE HYDRANT
STORM SEWER/CATCH BASIN
WATER METER
SIGN
TELEPHONE BOX
WATER VALVE
ELEVATIONS
TRAFFIC LANE FLOW
CENTER LINE
MONUMENT LINE
DIAMETER

ABBREVIATIONS:

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON ANY OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS WAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR DIMENSION.
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES. "TITLE" ABSTRACT NOT REVIEWED
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
6. THIS SURVEY WAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES (IF ANY) OR AN ASSUMED VALUE
8. ALL POINTS OF WHICH SHOWN ARE PERMANENT UNLESS OTHERWISE NOTED
9. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
10. R/W LINES OR PLATTED HEREON ARE DERIVED TO THE PLATS OF PUBLIC RECORD & USED BELOW NO ADDITIONAL INFORMATION WAS PROVIDED TO THIS OFFICE REGARDING CHANGES IN RIGHTS OF WAY, DEDICATIONS, LOT LINES, PROPERTY LINE ADJUSTMENTS ETC
11. THIS DRAWING IS PROPERTY OF ZURWELLE WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT ITS WRITTEN CONSENT
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929, UNLESS OTHERWISE NOTED
13. BENCHMARK USED: N/A ELEVATION AS SHOWN
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) WAS ADJUSTMENT
15. COORDINATE CONVERSIONS (IF ANY) HAVE BEEN COMPUTED USING CORPSCON VERSION 6.0.1, FROM U.S. ARMY CORPS OF ENGINEERS ALEXANDRIA, VIRGINIA.
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
17. ACCURACY OF HORIZONTAL CONTROL (FOR EXPECTED USE OF LAND AS DEFINED BY SEC 5J5) THE FIELD MEASUREMENTS PERFORMED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR BY OTHERS

RELATIVE DISTANCE ACCURACY FOR THIS SURVEY IS MORE OR LESS:

COMMERCIAL/HIGH RISK	LINEAR 1 FOOT IN 10,000 FEET
X SUBURBAN	LINEAR 1 FOOT IN 7,500 FEET
RURAL	LINEAR 1 FOOT IN 5,000 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF LEGAL" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027

Legal for Sunset Cove Beach Resort, Inc.

Commence at the Southwesterly corner of Tract 1, of "Revised Plat of Sunset Cove" per Plat Book 2 at Page 20 of the Public Records of Monroe County, Florida. Thence run Northeasterly along the Southerly line of Tract 1 also being the Northerly line of a 20' wide road, as shown on the aforesaid plat, a distance of 1,115.70' to the Southwesterly corner of Tract 12, said point being the Point of Beginning (POB). Thence continue Northeasterly along the aforementioned Northerly line for a distance of 150.00' to a point being on the Southeasterly corner of Tract 13 at it's intersection with the aforementioned Northerly line of the 20.0' Road. Thence run southeasterly and perpendicular to the aforementioned Northerly Line for a distance of 20' to a point being on the Northerly Right of Way line of the former Florida East Coast Railway. Thence run Southwesterly along the Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 150.00', to a point being 20' perpendicular of the Southwest corner of Tract 12, Thence run Northwesterly and perpendicular to the aforementioned Northerly Right of Way Line of the former Florida East Coast Railway for a distance of 20' to the Point Of beginning (POB).

Property contains: 3,000 square feet +/- or 0.068 acres +/-

FLOOD INFORMATION:

COMMUNITY NUMBER	125129
PANEL NUMBER	12087C0929K
SUFFIX	L
DATE OF FIRM	02-18-2005
FIRM ZONE	X
BASE FLOOD ELEVATION	N/A
DATE FIELD WORK	12-14-2015
DATE DRAFTING	12-15-2015
DATE SIGNED AND SEALED	12-15-2015
REVISED FIELD SURVEY	N/A

Composite Exhibit "F"

EXHIBIT____

NOTE: THIS DOCUMENT IS NOT VALID WITHOUT THE COMPLETE 02 PAGES ATTACHED TO HEREON. SHEET 1 OF 02

ZURWELLE-WHITTAKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
1111 OVERSEAS HWY, KEY LARGO, FL 33037
PH: (305) 534-4668 FAX (305) 451-4668
CERTIFICATE OF AUTHORIZATION NO. LB0002196
WWW.ZURWELLE-WHITTAKER.COM
MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS5715
STATE OF FLORIDA

PROJECT: SUNSET COVE BEACH RESORT

SHEET: SKETCH OF LEGAL

DRAWN: JLR | REVISED: EAM

SCALE: N/A | DATE: 12/15/2015 | FILE:

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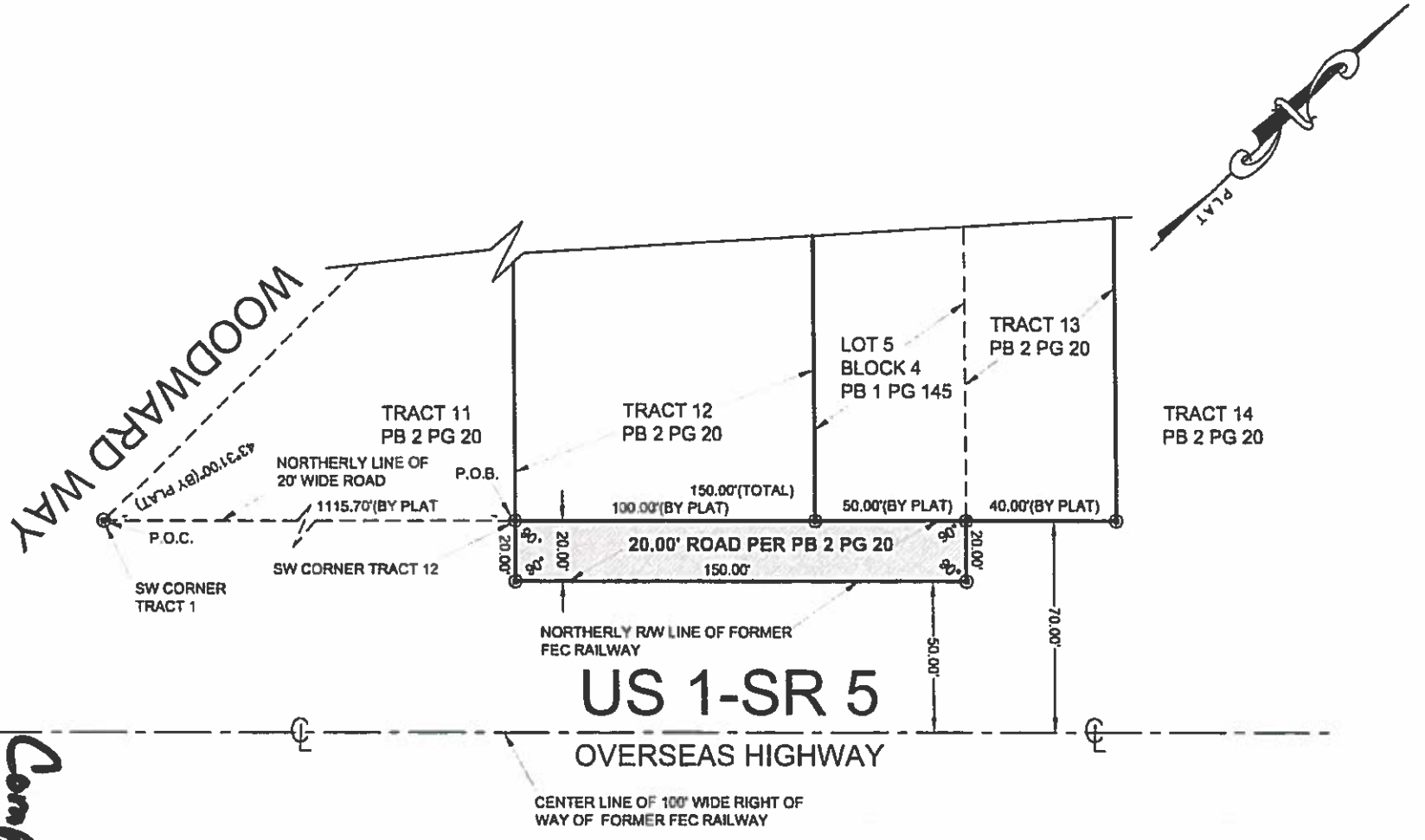

Composite Exhibit "F"

SCALE: 1"=50'	DRAWN: JMR	SHEET: SKETCH OF LEGAL	PROJECT: SUNSET COVE BEACH RESORT
DATE: 12/15/2015	REVISED: EAM		
FILE:			

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
STATE OF FLORIDA

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CONSULTING ENGINEERS AND SURVEYORS
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MEMBER: FLORIDA LAND SURVEYORS COUNCIL FLORIDA SURVEYING AND MAPPING SOCIETY

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/2016``(Key Largo) Department: Monroe County Attorney's Office

Bulk Item: Yes ___ No __X__ Staff Contact /Phone #: Cynthia Hall, (305) 292-3470

AGENDA ITEM WORDING: Discussion and direction regarding preparation of ordinance adding cigarette butts to the definition of "litter" in Section 21-19 of the Monroe County Code and to define the penalty for violation of the Code.

ITEM BACKGROUND: As part of its project, Leadership Monroe County Class XXIV has asked that the County Commission consider amending Section 21-19 of the Monroe County Code to add the words "cigarette butts" to the definition of "litter." Class representatives indicate that the absence of the term "cigarette butts" in the definition of "litter" leads to confusion as to whether littering cigarette butts is prohibited by the ordinance.

Section 21-21 of the Monroe County Code prohibits the illegal disposal of various types of solid waste. Currently, violation of Section 21-21 of the Code is punishable by fines of not less than $15.00 and not more than $500.00. The Monroe County Solid Waste department recently reported that over one-third of littered items are cigarette butts.

The City of Key West Commission voted 7-0 to approve a similar ordinance at its March 1, 2016 meeting. That ordinance imposes a $100 fine for first time offenders.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No _____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney CH OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 6/15

City of Key West
Ordinance

(as adopted March 1, 2016)

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 26 ENTITLED "ENVIRONMENT," ARTICLE III ENTITLED "LITTER", BY AMENDING SECTION 26-161 ENTITLED "DEFINITIONS", BY CREATING SECTION 26-165 ENTITLED "UNLAWFUL DEPOSIT OF CIGARETTE BUTTS", AND CREATING SECTION 26-166 ENTITLED "PENALTIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of Key West recognizes that used cigarette butts contain toxic particulate matter (tar) that is comprised largely of arsenic, nicotine, polycyclic aromatic hydrocarbons and heavy metals; and

WHEREAS, the City Commission recognizes studies that have shown the harmful effects of cigarette butts that are not properly disposed of, including a high likelihood of leaching these harmful chemicals into the soil and/or the storm water runoff, that eventually makes its way into the surrounding waters, including the sensitive and unique coral reef and sea life; and

WHEREAS, the City Commission recognizes that the presence of cigarette butts that contain these harmful

chemicals present a dangerous risk of ingestion by pets and small children in city parks, playgrounds, and beaches; and

WHEREAS, the City Commission desires to amend the Code of Ordinances in order to create a ban on all unlawful deposits of cigarette butts in public areas of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 26-161 of the Code of Ordinances is hereby amended as follows:

Sec. 26-161. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Litter includes all garbage, rubbish, yard waste, and all waste materials including, but not limited to, bottles, glass, cans, scrap metal, junk, paper, disposable packages or containers and all other similar materials, and any substance of any kind or nature whatsoever that creates a public health, safety or fire hazard or a public nuisance.

*(Coding: Added language is underlined; deleted language is ~~struck through~~. Added language for second reading is double-underlined; deleted language is ~~double-struck through~~.)

Public or semipublic area open for vehicular or pedestrian travel means any private or public road, street, highway, right-of-way, lane, alley, parking lot, or parking area on which the public is expressly or implicitly invited to travel by motor vehicle or pedestrian means or which is otherwise open for such travel.

Section 2: That Section 26-165 of the Code of Ordinances is hereby created as follows:

Sec. 26-165 - Unlawful deposit of Cigarette Butts.

It shall be unlawful to deposit any used or unused cigarette butt onto any public or semi-public areas including any city beach, park, sidewalk, or any right of way. This prohibition shall not apply to the proper disposal of cigarette butts in properly marked receptacles intended for such purpose.

Section 3: That Section 26-166 of the Code of Ordinances is hereby created as follows*:

Sec. 26-166 - Penalties.

Notwithstanding any other provision of this article, a violation of Sec. 26-165 shall be punishable under Sec. 2-680 of the Code of Ordinances.

*(Coding: Added language is underlined; deleted language is ~~struck through~~. Added language for second reading is double-underlined; deleted language is ~~double struck through~~.)

Section 4: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 5: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 6: This Ordinance 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.

*(Coding: Added language is underlined; deleted language is ~~struck through~~. Added language for second reading is double-underlined; deleted language is ~~double-struck through~~.)

Read and passed on first reading at a regular meeting held this _____ day of _____, 2016.

Read and passed on final reading at a regular meeting held this _____ day of _____, 2016.

Authenticated by the presiding officer and Clerk of the Commission on _____, 2016.

Filed with the Clerk _____, 2016.

Mayor Craig Cates	_____
Commissioner Samuel Kaufmann	_____
Commissioner Clayton Lopez	_____
Commissioner Richard Payne	_____
Commissioner Margaret Romero	_____
Commissioner Billy Wardlow	_____
Commissioner Jimmy Weekley	_____

_____
CRAIG CATES, MAYOR

ATTEST:

_____
CHERYL SMITH, CITY CLERK

Sec. 2-680. - Civil penalty.

A violation of a city code or ordinance shall result in assessment of a civil penalty of $100.00 if the person who has committed the civil infraction does not contest the citation. If the person cited fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, the person shall be deemed to have waived the right to contest the citation, and in such case judgment may be entered against the person for an amount up to the maximum civil penalty, not to exceed $500.00. Any person who wilfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

(Code 1986, § 13.10)

Monroe County Code

Current Sections 21-19 and 21-21

Sec. 21-19. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky waste means items whose large size or weight precludes or complicates their handling by normal collection processing or disposal methods.

Commercial means all nonresidential and industrial establishments and properties, but not limited to, and without regard to whether they are profit or nonprofit organizations or retail and or wholesale establishments, motels, hotels, stores, schools, churches, hospitals, office buildings, restaurants service stations, garages, laundries, cleaning establishments, public or private institutions of all types, and all other businesses required to obtain a business license.

County means the unincorporated areas of this county.

Garbage means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

High grass and weeds means weeds and/or grass in excess of eight inches in height.

Improved property means all residential, commercial, or industrial property that generates or is capable of generating solid waste.

Litter means all garbage, rubbish, garden trash and all waste materials, including, but not limited to, bottles, glass, cans, scrap metal, junk, paper, disposable packages or containers and all other similar materials, and any substance of any kind or nature whatsoever that causes a public health, safety or fire hazard or public nuisance.

Mowed means the cutting down of high grass and/or weeds.

Mulching materials means protective coverings, usually of organic matter such as leaves, straw, or peat, brought to a property and used to prevent the evaporation of moisture, erosion, and/or the growth of weeds.

Owner means the person owning an interest in vacant or improved property.

Public way means any and all streets, roads, alleys, piers, bulkheads, boardwalks, lanes, waters or other public ways and any and all public parks, squares, beaches, parks and any and all recreational facilities operated by the state, county, federal government or special governmental districts.

Refuse means all solid wastes, including, but not limited to, garbage, rubbish, ashes, dead animals, bulky waste, special wastes, sludge and trash.

Residential property means any improved property or vacant property within a land use district zoned for residential uses.

Residential waste means a mixture of garbage and trash resulting from normal housekeeping activities at a residential unit.

Sludge means and includes the accumulated solids, residues, and precipitates generated as a result of

waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid waste means sludge unregulated under the Federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in F.S. § 403.703(7) are not solid waste.

Special wastes means solid wastes that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

Trash means any combination of yard trash and construction and demolition debris along with other debris such as paper, cardboard, cloth, glass, white goods, vehicle tires and other like matter.

White goods includes inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard trash means vegetative matter resulting from landscaping maintenance or land clearing operations and includes, but not limited to, materials such as tree and shrub trimmings, grass clippings, mulch, palm fronds, tree stumps, tree limbs, etc.

(Code 1979, § 8-16; Ord. No. 001-2005, § 2)

Sec. 21-21. - Illegal waste disposal on public and private lands and waterways.

(a) No person shall place, cast, sweep, or deposit anywhere within the county any refuse in such a manner that the same may be carried, spread, or deposited by the elements upon any street, alley, parkway, or other public place or into any occupied or unoccupied property or waterway.

(b) No person shall throw, place or deposit or cause to be thrown, placed or deposited, any solid waste, special waste, sludge, trash, junk, abandoned vehicle, abandoned vessel, garbage or filth of any kind into or on any of the public streets, roads, highways, bridges, alleys, lanes, thoroughfares, waters, canals or vacant lots, or upon the premises of any other person within the limits of the county.

(c) No person shall discard, abandon, or permit any white goods to be kept or placed on private property or placed curbside for collection without first removing or securing the doors on such units.

(Code 1979, § 8-18; Ord. No. 001-2005, § 4)

Sec. 21-21. - Illegal waste disposal on public and private lands and waterways.

(a) No person shall place, cast, sweep, or deposit anywhere within the county any refuse in such a manner that the same may be carried, spread, or deposited by the elements upon any street, alley, parkway, or other public place or into any occupied or unoccupied property or waterway.

(b) No person shall throw, place or deposit or cause to be thrown, placed or deposited, any solid waste, special waste, sludge, trash, junk, abandoned vehicle, abandoned vessel, garbage or filth of any kind into or on any of the public streets, roads, highways, bridges, alleys, lanes, thoroughfares, waters, canals or vacant lots, or upon the premises of any other person within the limits of the county.

(c) No person shall discard, abandon, or permit any white goods to be kept or placed on private property or placed curbside for collection without first removing or securing the doors on such units.

(Code 1979, § 8-18; Ord. No. 001-2005, § 4)

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney

Bulk Item: Yes ___ No X Staff Contact /Phone #: Cynthia Hall, (305) 292-3470

AGENDA ITEM WORDING: Report on status of the rate application filed by K W Resort Utilities, Corp. (KWRU), pending in front of Florida Public Service Commission, Docket No. 150071-SU; discussion and direction to staff.

ITEM BACKGROUND: On June 30, 2015, KWRU filed an application for an increase in wastewater rates with the Florida Public Service Commission (PSC). http://www.psc.state.fl.us/dockets/cms/docketdetails2.aspx?docket=150071. A customer meeting was held on December 10, 2015 at 6 pm at Old City Hall in Key West.

The Utility's application sought a 98% increase in rates. At its March 1, 2016 meeting, the PSC approved a rate increase largely in line with its Staff Recommendation, with three changes requested by the County and the Office of Public Counsel. PSC Staff recommended a two-phase rate increase. A Phase I increase would take place immediately; a Phase II increase would go into effect once KWRU completed and placed into service its plant expansion. Based on FY15 invoices from KWRU to the County, the projected annual increase to the County would be approximately 29% for Phase I, going up to 43% in Phase II. Residential rates would also go up by approximately 50-70%.

The Final Order in the rate case will be issued on or before March 21, 2016. Any person whose substantial interests have been affected then has 21 days within which to file a protest and seek a hearing. If a protest is filed, any person with substantial interests may also file a petition to intervene. Staff is seeking direction on the County's role in the case.

PREVIOUS RELEVANT BOCC ACTION: December 2015: the BOCC directed staff to actively monitor the PSC rate application proceeding. Jan. 2016: Staff presented an update.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: To be determined. Further information will be presented at the BOCC meeting.

TOTAL COST: TBD **INDIRECT COST:** _____ **BUDGETED:** Yes X No ____
DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ____ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Attorney CH/ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included X Not Required____

DISPOSITION: _____ **AGENDA ITEM #**_____

Attachment 1

Florida Public Service Commission
Docket No. 150071-SU
Application for increase in wastewater rates
by K W Resort Utilities Corp.

Staff Recommendation

FILED FEB 18, 2016
DOCUMENT NO. 00925-16
FPSC - COMMISSION CLERK

State of Florida

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: February 18, 2016

TO: Office of Commission Clerk (Stauffer)

FROM: Division of Accounting and Finance (Norris, Frank)
Division of Economics (Thompson)
Division of Engineering (Hill, King)
Office of the General Counsel (Barrera)

RE: Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

AGENDA: 03/01/16 – Regular Agenda – Proposed Agency Action except for Issues 24 and 25 – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Patronis

CRITICAL DATES: 5-Month Effective Date Waived Through 03/01/16

SPECIAL INSTRUCTIONS: None

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Case Background

K W Resort Utilities Corporation (K W Resort or Utility) is a Class A Utility providing wastewater service to approximately 2,061 customers in Monroe County. Water service is provided by the Florida Keys Aqueduct Authority (FKAA). Rates were last established for this Utility in its 2007 rate case.[1] According to the Utility's 2014 Annual Report, the Utility had operating revenues of $1,479,307 and operating expenses of $1,199,672.

On July 1, 2015, K W Resort filed its application for the rate increase at issue. The Utility requested that the application be processed using the Proposed Agency Action (PAA) procedure. The test year established for final rates is the 13-month average period ended December 31, 2014.

The Utility's application did not meet the minimum filing requirements (MFRs). On July 30, 2015, staff sent K W Resort a letter indicating deficiencies in the filing of its MFRs. The Utility filed a response to staff's first deficiency letter on August 28, 2015. However, the Utility's response did not satisfy all of the deficiencies, and on September 16, 2015, staff sent a second letter indicating the outstanding deficiencies. On September 22, 2015, the Utility filed a response to staff's second deficiency letter correcting its remaining deficiencies, and thus the official filing date was established as September 22, 2015, pursuant to Section 367.083, Florida Statutes (F.S.).

In 2014, the Utility started the planning process of expanding its wastewater treatment plant (WWTP) from 0.499 million gallons per day (MGD) permitted capacity to 0.849 MGD permitted capacity to handle additional flows beyond the maximum capacity of its existing facilities. This pro forma plant project is being considered in the current case, and included the installation of two additional underground shallow injection wells for disposal of treated effluent. On June 23, 2014, the Department of Environmental Protection (DEP) issued a Notice of Intent to issue K W Resort a modified operating permit that would allow it to start its expansion. An environmental group, Last Stand, timely challenged the permit. Last Stand specifically opposes the installation of the shallow injection wells in favor of deep injection wells, a much costlier alternative. The case was referred to Florida's Division of Administrative Hearings (DOAH) on November 19, 2014.[2] A Recommended Order was issued by the case's Administrative Law Judge on January 15, 2016, in favor of DEP issuing the Utility's permit. However, there are still several steps remaining in the process before the case is officially closed, and the possibility of an appeal still remains. The Utility is seeking the recovery of the legal fees associated with the litigation. In addition, the Utility requested pro forma expenses associated with upgrading its operations to meet Advanced Wastewater Treatment (AWT) Standards required by Section 403.087(10), F.S.

The Utility asserts that it is requesting an increase to recover reasonable and prudent costs for providing service and a reasonable rate of return on investment, including pro forma plant improvements. Staff believes a two-phased rate increase is the most appropriate approach to include the Utility's pro forma plant expansion project. K W Resort is requesting final rates

[1] Order No. PSC-09-0057-FOF-SU, issued January 27, 2009, in Docket No. 070293-SU, *In re: Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.*
[2] DOAH Docket No. 14-5302

designed to generate annual revenues of $2,931,759. This represents a revenue increase of $1,438,382 (96.32 percent).

The Office of Public Counsel (OPC) has filed two letters of concerns in the instant docket, one on July 9, 2015 and the other on September 10, 2015. In addition, Monroe County, one of the Utility's largest customers, has also actively monitored the case as an interested party. To date, the Commission has received six letters from customers regarding this case.

This recommendation addresses K W Resort's requested final rates. The 5-month effective date has been waived by the Utility through March 1, 2016. The Commission has jurisdiction pursuant to Section 367.081, F.S.

Discussion of Issues

Issue 1: Is the quality of service provided by K W Resort satisfactory?

Recommendation: Yes. Staff recommends that the quality of K W Resort's product and the condition of the wastewater treatment facilities is satisfactory. It appears that the Utility has attempted to address customers' concerns. Therefore, staff recommends that the overall quality of service for the K W Resort wastewater system in Monroe County is satisfactory. (Hill)

Staff Analysis: Pursuant to Rule 25-30.433(1), Florida Administrative Code (F.A.C.), in wastewater rate cases, the Commission shall determine the overall quality of service provided by a utility. This is derived from an evaluation of three separate components of the utility operations. These components are the quality of the utility's product, the operational conditions of the utility's plant and facilities, and the utility's attempt to address customer satisfaction. K W Resort's compliance with the Department of Environmental Protection (DEP) regulations, and customer comments or complaints received by the Commission, are also reviewed.

Quality of Utility's Product and Operating Conditions of the Utility's Plant and Facilities

K W Resort's service area is located in Monroe County. The wastewater treatment plant (WWTP) uses extended aeration to treat wastewater. Effluent is passed through a sand filter and disinfection is provided by chlorine gas. Effluent is disposed of through reuse service or shallow injection wells when reuse demand is not sufficient for reuse.

K W Resort is current in all of its required WWTP compliance inspections. Staff reviewed the compliance inspection reports dated September 29, 2014 and July 14, 2015. In its September 29, 2014 inspection report, DEP reported a minor out-of-compliance rating for sampling due to a failure to test field chlorine, uncalibrated refrigerator thermometers for chemical sample storage, and insufficient use of the chain of command form. In its July 14, 2015 inspection report, DEP reported an out-of-compliance rating for sampling due to missing details from daily calibration verifications and for chain of command forms not being returned for nutrient samples. DEP reported that adequate responses from the Utility were received for all issues. No subsequent compliance issues were reported by DEP.

A line break was reported to have occurred on December 21, 2015, which spilled 700 gallons of raw wastewater. The line break was due to a cracked PVC pipe at a check valve. K W Resort reported to DEP that the spill was contained, disinfected, and cleaned, and that the line was repaired and that an inspection of PVC pipe on all lift stations would be performed.

It appears that K W Resort has been responsive to the DEP's compliance requirements. Based on K W Resort's status with DEP, staff recommends that the quality of K W Resort's product and the operational condition of the WWTP is satisfactory.

The Utility's Attempt to Address Customer Satisfaction

In order to determine the Utility's attempt to address customer satisfaction, staff reviewed customer complaints and comments from five sources: the Commission's Consumer Activity

Tracking System (CATS), DEP, the complaints the Utility has recorded, the staff-conducted customer meeting, and all correspondence submitted to the Commission Clerk regarding this rate case. A summary of all complaints and comments received is shown in Table 1-1 below.

Table 1-1
Number of Complaints by Source

Subject of Complaint	PSC's Records (CATS) (test year and 4 prior years)	Utility's Records (test year and 4 prior years)	DEP (test year and 4 prior years)	Docket Correspondence	Customer Meeting
Billing Related	4	1	0	0	2
Opposing Rate Increase	0	0	0	4	4
AWT	0	0	0	0	2
Wastewater Odor	1	0	0	1	4
Impact Fees	0	0	0	2	5
Other	0	0	0	2	7
Total*	5	1	0	9	24

*A complaint may appear twice in this table if it meets multiple categories

A customer meeting was held in Key West, Florida, on December 10, 2015. Approximately 40 of the Utility's customers attended the meeting and 15 spoke. In addition, staff also reviewed complaints for the four years prior to the test year. The Commission received five complaints, DEP received no complaints, and the Utility recorded one for this time period. Based on the records of the Utility and the Commission, it appears that the Utility has responded in a timely manner to each of these complaints.

The subjects of the complaints included (1) billing issues, (2) affordability of the rate increase, (3) the historical application of AWT standards, (4) odor from the wastewater plant, (5) the burden of new construction on existing customers, and other issues. In addition to the individual comments, Mr. Joe O'Connell submitted a petition to the Commission on behalf of Safe Harbor Marina LLC and 55 signatories concerned with the odor and potential hydrogen sulfide emissions from the WWTP. The petition was filed on February 1, 2016, and requests that "the Environmental Health department [investigate the] health hazards and other long term effects caused by the noxious fumes created and emitting from the K W Resort sewer plant." Staff forwarded Mr. O'Connell's petition to DEP. The DEP wastewater compliance reports from September 29, 2014 and July 14, 2015 show no excessive odor at the time of inspection, which is consistent with staff's plant inspection on December 10, 2015. Staff has reviewed the Utility's responses to all Commission and Utility-kept complaints and has found that the Utility's attempt to address these concerns has been timely and appropriate.

Summary

Staff recommends that the quality of K W Resort's product and the condition of the wastewater treatment facilities is satisfactory. It appears that the Utility has attempted to address customers' concerns. Therefore, staff recommends that the overall quality of service for the K W Resort wastewater system in Monroe County is satisfactory.

Issue 2: Should the audit adjustments to rate base to which the Utility and staff agree be made?

Recommendation: Yes. Based on the audit adjustments agreed to by the Utility and staff, the following adjustments should be made to rate base as set forth in staff's analysis below. (Frank, Norris, Hill)

Staff Analysis: In its response to the staff audit report of the Utility, K W Resort agreed to the audit adjustments as set forth in the tables below.

Table 2-1
Description of Audit Adjustments

Audit Finding	Description of Adjustment
Audit Finding No. 1	This finding is due largely to the following: 1) to remove double entries to plant amounts already booked that were approved in the last rate case, 2) to reflect numerous reclassifications from plant to O&M expenses and CIAC, 3) to remove amounts due to lack of support documentation, and 4) to reflect plant retirements.
Audit Finding No. 2	This finding relates to the reclassification of certain plant amounts recorded by the Utility to CWIP in order to create a CWIP account to reflect the cost for the wastewater plant expansion project not in-service yet.
Audit Finding No. 3	This finding relates to the reclassification of survey fees recorded as land to Operations & Maintenance (O&M) expenses in accordance with the NARUC USOA and Rule 25-30.433(8), F.A.C.
Audit Finding No. 4	This finding is due largely to reflect CIAC amounts previously approved in the Utility's last rate case and to correct calculation errors by the Utility.
Audit Finding No. 5	This finding is due largely to reflect the corresponding adjustments to accumulated depreciation as a result of Audit Finding 1, in accordance with Rule 25-30.140, F.A.C.
Audit Finding No. 6	This finding is due largely to the reclassification of accounting and survey fees as an increase to miscellaneous deferred debits and to reduce the miscellaneous deferred debits related to the wastewater permit modification for lack of support documentation.

Source: Staff audit and Utility responses to staff data request

In response to Audit Finding No. 1, the Utility disagreed with the removal of $160,823 from plant and provided explanations and support for the inclusion of multiple transactions that occurred during 2007, 2008, and 2009. Staff agrees with the Utility's explanations and made the appropriate corresponding adjustments to increase plant and accumulated depreciation by $160,823 and $45,676, respectively. The corresponding adjustment to depreciation expense is reflected in Issue 10.

Based on the audit adjustments agreed to by the Utility and staff, staff recommends a net reduction to rate base of $249,537. The recommended adjustments to rate base are set forth in Table 2-2.

Table 2-2
Adjustments to Rate Base

Audit Finding	Plant	Land	Accum. Depr.	CIAC	Accum. Amort. of CIAC	CWIP	Working Capital	Total
1	($817,240)	$0	$0	$0	$0	$0	$0	($817,240)
2	0	0	0	0	0	303,099	0	303,099
3	0	(923)	0	0	0	0	738	(185)
4	0	0	0	297,120	(81,153)	0	0	215,967
5	0	0	(2,040)	0	0	0	0	(2,040)
6	0	0	0	0	0	0	24,217	24,217
7	0	0	0	0	0	0	26,645	26,645
Total	($817,240)	($923)	($2,040)	$297,120	($81,153)	$303,099	$51,600	($249,537)

Source: Staff audit and Utility responses to staff data request

Issue 3: Should any adjustments be made to the Utility's pro forma plant?

Recommendation: Yes. Pro forma plant should be decreased by $3,574,468 in Phase I. Corresponding adjustments should be made to decrease accumulated depreciation by $196,281 and depreciation expense by $196,281. Additionally, pro forma property taxes should be decreased by $35,696. (Hill, Norris)

Staff Analysis: In its filing, the Utility included pro forma plant of $3,574,468 for the expansion of its wastewater treatment plant, which includes the construction of two shallow injection wells. As will be discussed in Issue 16, staff is recommending a two-phased rate increase to address the Utility's pro forma plant request. Pro forma plant that has not been completed has been removed from Phase I. As such, pro forma plant should be decreased by $3,574,468 in Phase I. Corresponding adjustments should be made to decrease accumulated depreciation by $196,281 and depreciation expense by $196,281. Additionally, pro forma property taxes should be decreased by $35,696.

Issue 4: What are the used and useful (U&U) percentages of the Utility's wastewater treatment plant and wastewater collection system?

Recommendation: For Phase I rates, K W Resort's wastewater treatment plant and collection system should be considered 100 percent U&U. For Phase II rates, K W Resort's wastewater treatment plant should be considered 72 percent U&U and the wastewater collection system should be considered 100 percent U&U. No adjustments should be made for excessive infiltration and inflow (I&I). (Hill)

Staff Analysis: Based upon Rules 25-30.431, 25-30.432, and 25-30.4325, F.A.C., the Commission's U&U evaluation of a wastewater system includes consideration of the formula-based method and all relevant factors such as prior decisions, conservation, and change in customer base. The formula-based method calculates the customer demand as a percentage of capacity. The customer demand is based on the actual demand in the test period and the estimated demand over the 5-year statutory growth period. OPC commented that, if the Commission approved the Utility's requested 100 percent U&U with an historic test year, the Utility would likely be in an overearning position, but it did not provide any specific concerns regarding any of the Utility's requested adjustments.

Infiltration and Inflow

Rule 25-30.432, F.A.C., provides that in determining the amount of U&U plant, the Commission will consider I&I. Typically, infiltration results from groundwater entering a wastewater collection system through broken or defective pipes and joints; whereas, inflow results from water entering a wastewater collection system through manholes or lift stations. The allowance for infiltration is 500 gpd per inch diameter pipe per mile, and an additional 10 percent of water sold is allowed for inflow. In addition, adjustments to operating expenses such as chemical and electrical costs are considered necessary, if excessive. Schedule F-6 of the MFRs indicated there is no excessive I&I for the test year. Staff has reviewed the assumptions and calculations and believes that they are reasonable. Therefore, staff recommends that no adjustment should be made for excessive I&I.

Wastewater Collection System Used & Useful

The wastewater collection system consists of a gravity system as well as a vacuum collection system. The gravity collection system has been operating at capacity for the past five years and there is no apparent potential for additional gravity system connections. Therefore, pursuant to Rule 25-30.4325(4), F.A.C., the gravity collection system should be considered 100 percent U&U. The vacuum collection system is fully contributed; therefore there is no non-contributed plant to consider for U&U purposes. There will be no change to this consideration for Phase II.

Wastewater Treatment Plant Used and Useful Plant (Phase I)

In K W Resort's last rate case, the Commission deemed the Utility's WWTP to be 100 percent U&U. The Utility has not increased the capacity of its wastewater treatment facilities since its last rate case. Giving consideration to the Commission's decision in the Utility's last rate case, the WWTP should continue to be considered 100 percent U&U. Staff notes that the Utility is planning an expansion of its WWTP. The planned expansion is to be completed by December 2016, and is addressed as part of staff's recommended Phase II increase for pro forma items.

Wastewater Treatment Plant Used and Useful Plant (Phase II)

In Phase II, the DEP permitted plant capacity will increase to 849,000 gpd, and as a result, staff should calculate an updated WWTP U&U percentage. Pursuant to Rule 25-30.432, F.A.C., the U&U percentage of a WWTP is based on customer demand compared with the permitted plant capacity, with customer demand measured on the same basis as permitted capacity. K W Resort's WWTP is permitted on the basis of Annual Average Daily Flow. Consideration is also given for growth and I&I.

Section 367.081(2)(a)2., F.S. states that the commission should consider utility property to be considered used and useful if such property is needed to serve customers five years after the end of the test year unless the utility presents clear and convincing evidence that a longer period is justified.

A linear regression of the Utility's actual flows for the test year and prior four years results in an average of 7.06 percent annual growth. In its application, the Utility presented evidence that the expansion is needed because future growth will continue at this rate or higher for the next five years. In addition, the Utility stated that its 3-month annualized daily flow had exceeded current capacity in October of the test year, at which point the county would only issue dry permits. This has resulted in a suppression of growth, which would reduce the predicted growth using linear regression. The Utility also stated that building projects with Development Agreements already obtained from Monroe County were used to determine the size of the current plant expansion. Based on this information, the Utility projects that the system will be at full capacity within five years of completing the expansion, which would be seven years after the test year. The Utility therefore requested that growth be considered for seven years after the test year. Section 367.081(2)(a)2.b-c., F.S., allows such consideration when the Utility presents clear and convincing evidence to justify such consideration. Staff recommends that, while the Utility provided evidence of known future growth, no significant amount of growth was projected for any period beyond the default 5-year growth period. The Utility also requested that a growth allowance of 102,000 gpd be included in 2016 to account for the suppressed growth and known building projects currently underway or completed and awaiting connection. It is staff's position that the Utility has been optimistic that this projected growth will be above and beyond the historic growth, and staff recommends that a more conservative projection using only the linear regression would be more appropriate.

Staff agrees with the Utility that test year flows appear suppressed and that a growth rate of greater than 5 percent per year is supported. Staff recommends that the full 7.06 percent annual growth as calculated be allowed. Therefore, pursuant to Rule 25-30.431, F.A.C., a linear regression analysis of the Utility's historical growth patterns results in an addition of 1,310 ERCs for the 5-year statutory growth period. The Utility had an average of 4,039 ERCs for the test year, resulting in 114 gpd/ERC (461,323 gpd / 4,039 ERCs). Thus, a growth allowance of 149,647 gpd is also considered (1,310 ERCs x 114 gpd per ERC). Staff recommends that the Utility's requested 102,000 gpd allowance is well supported, but already accounted for in the growth allowance given by the linear regression.

Based on the annual average daily flow during the test year of 461,323 gpd, the current DEP permitted plant capacity of 849,000 gpd, the growth allowance of 149,647 gpd, the excessive I&I

of 0 gpd, staff recommends that the WWTP be considered 72 percent U&U [(461,323 gpd - 0 gpd + 149,647 gpd) / 849,000 gpd].

Conclusion

For Phase I rates, K W Resort's wastewater treatment plant and collection system should be considered 100 percent U&U. For Phase II rates, K W Resort's wastewater treatment plant should be considered 72 percent U&U and the wastewater collection system should be considered 100 percent U&U. No adjustments should be made for excessive I&I.

Issue 5: What is the appropriate working capital allowance?

Recommendation: The appropriate working capital allowance for Phase I is $721,268. As such, the working capital allowance for Phase I should be decreased by $645,964. (Norris)

Staff Analysis: Rule 25-30.433(2), F.A.C., requires that Class A utilities use the balance sheet method to calculate the working capital allowance. In its MFRs, K W Resort reflected a working capital allowance of $1,367,232. As addressed in Issue 2, several adjustments were made to working capital, resulting in an increase of $51,600. Staff believes additional adjustments are necessary for cash and deferred rate case expenses. In its letter dated September 10, 2015, OPC took issue with both the amount of cash and the total amount of working capital included in the Utility's filing.

Cash

In its filing, the Utility's working capital allowance included cash of $877,289. This amount included $126,930 associated with an escrow account related to holding escrow monies from capacity fees collected for the vacuum expansion project between Monroe County and K W Resort. In its response to Audit Request No. 17, the Utility clarified that the agreement with Monroe County was to end after 1,500 equivalent residential units had been collected and paid to Monroe County. As such, the account was closed on March 15, 2015, once the quota was met. Since ratemaking is prospective in nature, staff believes a normalization adjustment is necessary to remove the cash amounts associated with this closed escrow account. Thus, working capital should be reduced by $126,930.

The Utility also included another escrow account in cash working capital titled "Customer Escrow Account." Further review of the Utility's general ledger revealed that this account is for customer deposits. Customer deposits are a component of the Utility's capital structure and should not be included in working capital. The 13-month average of this account was $141,828. Therefore, working capital should be reduced by $141,828 to reflect the removal of customer deposits.

In May 2014 of the test year, the Utility opened another cash account that it considers a capital operating account with a balance of $375,840. The Utility stated that this account was created in order to pay for capital projects, instead of having to transfer from the operating account. In response to staff's second data request, the Utility stated that it will remain active and require a nearly $400,000 minimum necessary to ensure a proper capital budget may be undertaken each year to allow the Utility to operate properly. The Utility also provided a 3-year projection of capital projects. Staff has a number of concerns with this account in the test year.

First, the account was never drawn down on in the test year for its stated purpose. Because the balance of this account never changed throughout the test year, staff believes to allow a return in working capital for this account would be equivalent to creating temporary cash investment which provides no benefit to the ratepayers. In accordance with Commission practice, temporary cash investments should be removed from working capital.[3] As such, staff believes this account

[3] Order No. PSC-09-0057-FOF-SU, page 3, issued January 27, 2009, in Docket No. 070293-SU, *In re: Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.*

should not be included for ratemaking purposes. Based on the 13-month average of this account, staff recommends that working capital should be reduced by $231,286

Further, the account was funded by a single transfer from the operating account in May 2014. Preceding this transfer, the balance of the operating account increased in January 2015 because of a $500,000 deposit. Based on the rationale for removing the capital operating account, staff believes it also necessary to remove this amount from the 13-month average balance operating account for the four months this amount remained there. Thus, working capital should also be decreased by $115,643 to reflect this removal.

In total, staff is recommending a total decrease of $615,687 to the Utility's working capital based on its cash component. This brings the Utility's cash balance to $261,602. This exceeds the cash balance of $42,155 approved in its last case. However, staff compared the average monthly O&M expense, including pro forma AWT operating expenses, to this balance and believes it is an appropriate balance.

Deferred Rate Case Expense

In its MFRs, K W Resort reflected deferred rate case expense of $62,400 in its working capital. As discussed in Issue 16, staff is recommending total rate case expense of $152,021. It is Commission practice to include one-half of the approved amount of rate case expense in the instant docket in working capital under the balance sheet method.[4] Consistent with Commission practice, staff calculated deferred rate case expense to include in working capital to be $76,011. As such, staff recommends that working capital be increased by $13,611.

Other Deferred Debits

As addressed in Issue 2, the Utility agreed to a working capital adjustment that reflected the actual, full amount of legal fees associated with Last Stand litigation as a deferred debit in the amount of $477,436. However, the balance included in working capital should reflect the total legal fees, verified by audit staff, less one year of amortization. As discussed in Issue 11, staff is recommending no further adjustments to the annual amortization of the deferred legal fees. Therefore, working capital should be decreased by $95,487 ($477,436 / 5).

Conclusion

Based on the adjustments above, staff recommends a working capital allowance for Phase I of $721,268. This reflects a decrease of $645,964 to the Utility's requested working capital allowance for Phase I.

[4] Order Nos. PSC-09-0057-FOF-SU, issued January 27, 2009, in Docket No. 070293-SU, *In re: Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.*; PSC-04-0369-AS-EI, issued April 6, 2004, in Docket No. 030438-EI, *In re: Petition for rate increase by Florida Public Utilities Company*; and PSC-010326-FOF-SU, issued February 6, 2001, in Docket No. 991643-SU, *In re: Application for increase in wastewater rates in Seven Springs System in Pasco County by Aloha Utilities, Inc.*

Issue 6: What is the appropriate rate base for the test year period ended December 31, 2014?

Recommendation: Consistent with staff's other recommended adjustments, the appropriate rate base for the test year ended December 31, 2014, is $37,710 for Phase I. (Norris)

Staff Analysis: In its MFRs, the Utility requested a rate base of $4,362,997. Based on staff's recommended adjustments, the appropriate rate base is $37,710 for Phase I. Staff's adjustments recommended in the preceding issues result in a decrease of $4,325,287. The schedule for rate base is attached as Schedule No. 1-A, and the adjustments are shown on Schedule No. 1-B.

Issue 7: What is the appropriate return on equity?

Recommendation: Based on the Commission leverage formula currently in effect, the appropriate allowed return on equity (ROE) is 11.16 percent with a range of plus or minus 100 basis points. (Norris)

Staff Analysis: The Utility requested an ROE of 11.16 percent. Consistent with Commission practice, staff has set the Utility's negative common equity balance to zero.[5] Based on the Commission leverage formula currently in effect, the appropriate ROE is 11.16 percent.[6] Staff recommends an allowed range of plus or minus 100 basis points be recognized for ratemaking purposes.

[5] Order No. PSC-08-0652-PAA-WS, issued October 6, 2008, in Docket No. 070722-WS, *In re: Application for staff-assisted rate case in Palm Beach County by W.P. Utilities, Inc.*

[6] Order No. PSC-15-0259-PAA-WS, issued July 2, 2015, in Docket No. 150006-WS, *In re: Water and Wastewater Industry Annual Reestablishment of Authorized Range of Return on Common Equity for Water and Wastewater Utilities Pursuant to Section 367.081(4) (f), Florida Statutes.*

Issue 8: What is the appropriate weighted average cost of capital based on the proper components, amounts, and cost rates associated with the capital structure for the test year ended December 31, 2014?

Recommendation: The appropriate weighted average cost of capital for Phase I is 4.98 percent for the test year ended December 31, 2014. (Norris)

Staff Analysis: In its filing, K W Resort requested an overall cost of capital of 8.01 percent. Staff recommends two adjustments to the Utility's capital components included in its capital structure.

In its filing, the Utility included a pro forma adjustment to increase common equity by $3,500,000 to reflect the equity provided to fund the WWTP expansion. As addressed in Issue 16, staff is recommending that the pro forma plant expansion should be reflected in Phase II rates. As such, this pro forma adjustment to common equity should be reflected in the Phase II capital structure. However, removing the Utility's adjustment results in negative common equity for Phase I. As discussed in Issue 7, staff has set the Utility's common equity balance to zero in Phase I.

Additionally, staff reconciled rate base to capital structure pro rata over all sources of capital, including customer deposits. Although the Commission's practice is generally to only prorate over investor sources of capital, the instant case presented a unique situation due to customer deposits exceeding the recommended rate base for Phase I. As a result, the Utility's long-term debt component was negative in its weighted average cost of capital. As required by Section 367.081(2)(a)(1), F.S., the Commission must consider the Utility's cost of providing service, including debt interest. Not prorating over all sources of capital results in no consideration of the Utility's interest on debt. As such, staff recommends prorating over all sources of capital for Phase I.

Based upon the proper components, amounts, and cost rates associated with the capital structure, staff recommends a weighted average cost of capital for the test year ended December 31, 2014, of 4.98 percent for Phase I. Schedule No. 2 details staff's recommended overall cost of capital for Phase I.

Issue 9: What is the appropriate amount of test year revenues for K W Resort's wastewater system?

Recommendation: The appropriate test year revenues for K W Resort's wastewater system are $1,554,861. (Thompson)

Staff Analysis: In its MFRs, K W Resort reported test year revenues for wastewater of $1,479,307. Based on the staff audit, the Utility's test year revenues were increased by $75,554 to include (1) $19,550 of revenues related to cleaning the Monroe County Detention Center (MCDC) lift station; (2) $19,500 reimbursed to the Utility for testing of reclaimed water; (3) $22,849 of additional revenues from miscellaneous service charges; and (4) $13,655 to reflect corrected billing determinants and rates. The resulting test year wastewater revenues of $1,554,861 include $1,482,242 of service revenues and $72,619 of miscellaneous revenues.

Based on the above, staff recommends that the appropriate test year revenues for K W Resort's wastewater system, including miscellaneous revenues, are $1,554,861. Test year revenues are shown on Schedule No. 3-A.

Issue 10: Should the audit adjustments to operating expense to which the Utility and staff agree be made?

Recommendation: Yes. Based on the audit adjustments agreed to by K W Resort and staff, the following adjustments should be made to operating expense as set forth in staff's analysis below. (Norris)

Staff Analysis: In its response to the staff audit report and other correspondence, K W Resort agreed to the audit adjustments as set forth in the table below.

Table 10-1
Description of Audit Adjustments

Audit Finding	Description of Adjustment
Audit Finding No. 3	This finding relates to the reclassification of survey fees recorded as land to O&M expenses in accordance with the NARUC USOA and Rule 25-30.433(8), F.A.C.
Audit Finding No. 4	This finding is due largely to reflect CIAC amounts previously approved in the Utility's last rate case and to correct calculation errors by the Utility.
Audit Finding No. 5	This finding is due largely to reflect the corresponding adjustments to depreciation expense as a result of Audit Finding No. 1, in accordance with Rule 25-30.140, F.A.C.
Audit Finding No. 6	This finding is due largely to the reclassification of accounting and survey fees as an increase to miscellaneous deferred debits.
Audit Finding No. 10	This finding is due largely to removal of non-utility, duplicative, and out-of-period costs, as well as the reduction of expenses for lack of support documentation.
Audit Finding No. 11	This finding is due largely to the amortization of non-recurring expenses.

Source: Staff audit and Utility responses to staff data requests

Based on the audit adjustments agreed to by the Utility, staff recommends a net decrease to operating expense of $8,571. The recommended adjustments are set forth in Table 10-2.

Table 10-2
Adjustments to Operating Expense

Audit Finding	O&M Expense	Depreciation Expense	CIAC Amortization Expense	Total
3	$1,200	$0	$0	$1,200
4	0	0	14,003	14,003
5	0	(5,489)	0	(5,489)
6	(7,497)	0	0	(7,497)
10	(4,512)	0	0	(4,512)
11	(6,276)	0	0	(6,276)
Total	($17,085)	($5,489)	$14,003	($8,571)

Source: Staff audit and Utility responses to staff data requests

Issue 11: Should any adjustments be made to the Utility's pro forma expenses?

Recommendation: Yes. Pro forma O&M expense should be decreased by $10,028. A corresponding adjustment should be made to increase pro forma payroll taxes by $1,875. (Hill, Norris)

Staff Analysis: Staff has reviewed the Utility's filings and recommends several adjustments to pro forma expenses.

Changes in O&M Expenses Due to AWT Upgrade

The Utility requested pro forma expenses associated with upgrading its operations to meet Advanced Wastewater Treatment (AWT) Standards required by Section 403.087(10), F.S., with a deadline of January 1, 2016. Section 367.081, F.S., provides that the Commission shall approve rates for service which allow a utility to recover the full amount of environmental compliance costs. Recognizing that the requested expenses are needed for compliance with the Utility's DEP Permit, staff believes that K W Resort should be permitted recovery of reasonable and prudent expenses associated with the AWT upgrade.

In its filing, the Utility requested a total of $666,134 of pro forma O&M expense for estimated increases in the following expenses: salaries and wages, employee pension and benefits, general liability insurance, workmen's comp insurance, sludge disposal, purchased power, chemicals, materials and supplies, contractual services-engineer, contractual services-testing, contractual services-other, and miscellaneous. As addressed below, this request was subsequently increased to $708,511. In addition, the Utility requested a corresponding pro forma increase of $13,526 to payroll taxes. Staff's recommended adjustments are discussed below.

Salaries and Wages

In its filing, the Utility included a pro forma increase of $155,996 to salaries and wages expense for three additional field positions—a licensed operator, a system technician/mechanic, and a helper to assist with sludge removal. In response to staff's second data request, the Utility requested the addition of an administrative assistant, bringing the total request to $194,000. Staff believes the inclusion of the new field positions are reasonable based on the additional labor requirements necessary to meet AWT standards. The new administrative position is also reasonable given the additional administrative needs that will arise as a direct result of increased operations.

A comparative analysis was performed to examine the reasonableness of the requested salaries for the four positions. Staff used the American Water Works Association's (AWWA) 2012 Compensation Survey (CS)[7] to examine the reasonableness of the licensed operator's starting salary of $62,000. Given the level of knowledge and expertise needed by an operator familiar with the stringent requirements of AWT standards, staff compared the operator's requested salary to the maximum range of a Senior/Lead Wastewater Treatment Plant Operator in the AWWA CS and believes that it is reasonable. The AWWA CS does not have any positions

[7] Staff applied an index factor of 1.06 percent, calculated using Commission-approved indices from 2012-2016, to the 2012 AWWA salaries for comparison purposes.

comparable to the three additional positions requested by the Utility, so staff did a comparative analysis using salaries of the Utility's existing staff.

The job duties and responsibilities of the system technician/mechanic matched those of several field technicians already employed with the Utility. The position's starting salary of $42,000 fell within the range of the Utility's existing field technician salaries. Therefore, staff believes the salary is reasonable.

Staff believes the job duties and responsibilities of the helper needed for sludge removal fall in the lowest range of required skilled labor, as compared to the Utility's field technicians. As such, staff believes the Utility's requested salary of $40,000 is excessive. Staff recommends matching the salary of this position to that of the lowest field technician salary. Based on the hourly wages provided by the Utility, this would result in an annual salary of $35,360 (2,080 hours x $17). Thus, staff recommends a $4,640 decrease to the Utility's pro forma O&M expense.

For the administrative assistant position, staff also used the salaries of existing administrative positions for comparative purposes. The Utility described this position as an assistant to the existing administrative staff, which includes an Accounting and Administrative Specialist, Customer Service Manager, and part-time Clerical and Administrative Assistant. However, the requested salary exceeded that of the Customer Service Manager ($47,990) and Accounting and Administrative Specialist ($45,845).[8] Staff believes the level of job duties and responsibilities fall between that of the part-time Clerical and Administrative Assistant and the Accounting and Administrative Specialist. As such, staff believes the mid-point of those salaries is more in line with the salary of an additional Administrative Assistant. This results in a salary of approximately $40,000, which results in a recommended decrease of $10,000 to the Utility's pro forma O&M expense.

In total, staff recommends $179,360 of pro forma salaries and wages expense for three additional field positions and one additional administrative position. Staff recommends corresponding pro forma payroll taxes of $15,401.

Employee Pension and Benefits

The Utility included a corresponding pro forma increase of $42,762 to employee pension and benefits for the addition of three new positions in its filing. In response to staff's third data request, it increased the requested pro forma expense to $47,135 to reflect the additional expense associated with four new positions. The Utility's requested pensions and benefits expense is 24 percent of its requested salaries and wages expense. In comparison, pension and benefits expense was 16 percent of salaries and wages expense in the test year. Staff made multiple requests for the Utility's calculation of its estimate, but the additional support was never provided. As such, staff believes the additional pension and benefits expense should be based on the actual percentage of 16 percent. Thus, staff recommends $28,722 of pro forma employee pension and benefits expense.

[8] This reflects an annualized salary due to turnover in the test year.

Workmen's Comp Insurance

In its MFRs, the Utility included a pro forma increase of $25,555 for additional workman's comp insurance expense to cover, originally, three new positions. However, workman's comp insurance expense in the test year was only $20,729. Staff made multiple requests for the basis and calculation of the Utility's estimate. In response to staff's third data request, the Utility stated that it made a calculation in its original estimate and that the correct pro forma increase should have been $8,627. Although staff never received documentation supporting the Utility's estimate, it is reasonable to expect an increase in workman's comp insurance given the recommended new positions. Staff performed a comparative analysis of the corrected adjustment using the level of employment and workman's comp insurance expense in the test year. As such, staff believes $8,627 of pro forma workman's comp insurance expense is reasonable.

Miscellaneous Expense

The Utility also included $9,638 of pro forma miscellaneous expense associated with the upgrade in operations. In response to staff's third data request, the Utility provided calculations and explanations in support of the additional expense requested. The Utility included $1,083 in its request based on reimbursed expenses in the test year. Staff believes this amount should be removed from the Utility's estimate, as it does not relate to the upgrade in AWT operations. Staff believes one additional adjustment is necessary based on the Utility's estimate of additional payroll administrative costs. The Utility estimated $2,281 in additional expense by using a ratio of historic payroll to payroll administrative costs. Based on staff's calculation of this ratio in the test year, along with the recommended decrease in the Utility's requested pro forma salaries, pro forma expense should also be decreased by $1,341. Therefore, staff recommends $7,214 of pro forma miscellaneous expense.

Summary of AWT O&M Expenses

Based on the adjustments above, staff recommends a pro forma increase of $656,106 to O&M expense for upgraded operations associated with meeting AWT standards. This results in a decrease of $10,028 from the $666,134 requested amount in the MFRs. The Utility's revised pro forma expense request totaled $708,511. However, staff's adjustment is based on the request embedded in its original filing. A corresponding adjustment should be made to increase pro forma payroll taxes by $1,875. Staff's recommended pro forma expenses are shown in the table below.

Table 11-1
Pro Forma AWT O&M Expenses

Account No.	Description	Request per MFRs	Revised Request	Staff Recommended
701	Salaries & Wages-Employees	$155,996	$194,000	$179,360
704	Employee Pension & Benefits	42,762	47,135	28,722
711	Sludge Disposal	109,334	109,334	109,334
715	Purchased Power	42,900	42,900	42,900
718	Chemicals	224,741	224,741	224,741
720	Materials & Supplies	60	60	60
731	Contractual Services-Engineer	4,730	4,730	4,730
735	Contractual Services-Testing	20,673	20,673	20,673
736	Contractual Services-Other	28,557	28,557	28,557
757	Insurance-General Liability	2,752	2,752	2,752
758	Workmen's Comp Insurance	25,555	25,555	8,627
760	Advertising	(1,564)	(1,564)	(1,564)
775	Miscellaneous Expense	9,638	9,638	7,214
	Total	$666,134	$708,511	$656,106

Source: Utility's MFRs and responses to staff data request

Amortization of Last Stand Legal Fees

The Utility included a pro forma increase to miscellaneous expense of $103,917 for the amortization of legal fees the Utility incurred to defend an action filed by Last Stand, an environmental group with no affiliation to the Utility's customers. Last Stand's filing opposed the Utility's application for a major modification of its operating permit with the Florida Department of Environmental Protection (DEP). This modification, which is addressed in Issue 16, is needed to expand the current treatment facility in order to meet growing demands and includes the installation of two new shallow injection wells to accommodate the increased effluent volume. Pursuant to Rule 62-4.030, F.A.C., DEP may only issue a permit after it receives reasonable assurance that the installation will not cause pollution in violation of any of the provisions of Chapter 403, F.S., or the rules promulgated thereunder.

Last Stand contended that no such reasonable assurance was provided and stated that the goal of the litigation is to compel DEP to prevent discharge through shallow injection wells. Last Stand filed its petition with the intent to compel denial of the permit or its reissuance with the requirement that K W Resort install a deep injection well. Based on the Utility's calculations, the cost of the deep well would cost in excess of $7,000,000, potentially up to $9,000,000, raising the total cost of the plant expansion to $11.1 - $13.1 million. The Utility contends that it has vigorously defended the action to ensure the ratepayers obtain wastewater services at a reasonable rate.

The Utility requested to defer and amortize $519,585 of legal fees over the 5-year life of the permit and includes the associated amortization of $103,917 ($519,585 / 5) in miscellaneous expense. At the time of the Utility's initial filing, the Utility was waiting for the DOAH Administrative Law Judge (ALJ) to render a decision regarding the challenge to the Utility's

operating permit modification, along with motions for attorney's fees filed by both parties. The ALJ filed her Recommended Order on January 16, 2016, and recommended that the Utility's permit be issued. Although the ALJ denied the Utility's motion for attorney's fees based on the argument that the challenge was brought for an improper purpose, she did award the Utility attorney's fees, in the amount of $900, associated with the Last Stand's motion to compel.

The parties have a right to file exceptions to the Recommended Order with DEP within 15 days of the order being issued. As of the filing of this recommendation, Last Stand has filed a motion requesting additional time to file an exception. DEP has 90 days from the date that it receives the Recommended Order to issue a Final Order. After the Final Order is issued and docketed with the agency clerk, both parties have 30 days to appeal. There is no automatic stay of the Final Order unless a party requests it and the agency or the court grants the stay. The request for a stay does not toll the time for appeal. There is no provision for reconsideration of the Final Order. The appeal can take several months, and the parties may request or waive oral argument. In addition, there is no time limit for the District Court to issue an opinion. It may reverse the Final Order, affirm the Final Order, or remand the case back to the agency for further proceedings.

Accounting Standards Codification (ASC) No. 980-340-35-1 states that the rate actions of a regulator can provide reasonable assurance of the existence of an asset if it is probable that future revenue will result from inclusion of that cost in allowable costs for ratemaking purposes and, based on available evidence, the future revenue will be provided to permit recovery of the previously incurred cost rather than to provide for expected level of similar future costs. Staff believes that the legal fees incurred by the Utility were justified given the potential rate impact of being forced to drill a deep injection well. Based on the ALJ's Recommended Order and stated motive of Last Stand, staff does not believe that there was negligence on behalf of the Utility that precipitated the ensuing administrative hearing.

As addressed in Issue 2, the Utility agreed to a reduction of $8,430 to the amortized expense based on staff's audited amount of actual legal fees. In response to staff's data requests, the Utility has updated the amount of legal/engineering fees for the permitting defense and provided an estimate to completion. The additional fees result in an increase of $7,605 and the estimate to completion is $31,228. The Utility originally provided audit staff with invoices to support the actual legal fees, as of the audit, under confidentiality. However, upon staff's subsequent requests, the Utility has refused to provide any invoices to support the additional legal fees, citing attorney-client privilege. As such, staff does not recommend including, at this time, any additional legal fees that were not audited by staff and, thus, recommends no change to the annual amortization of legal fees in the amount of $95,487 ($103,917 - $8,430), as recommended in Issue 2

As addressed in Issue 16, the Utility will submit actual construction costs for the pro forma plant items within 60 days of the in-service date. At such time, the Utility may also submit additional invoices to support any additional legal fees that it would like recognized as a deferred asset. This opportunity also allows staff to include an adjustment for the final judgement regarding the awarding of attorney's fees. Regardless of whether or not the litigation is complete, it will be the Utility's burden to support its expense with actual documentation.

Conclusion

Based on the adjustments above, staff recommends that pro forma O&M expense be decreased by $10,028. A corresponding adjustment should be made to increase pro forma payroll taxes by $1,875.

Issue 12: Should K W Resort's test year expenses be adjusted for management fees charged by Green Fairways?

Recommendation: Yes. Contractual services-management expense should be decreased by $60,000. (Norris)

Staff Analysis: In its MFRs, the Utility recorded contractual services-management expense of $60,000 in the test year for management services provided by Green Fairways, Inc. Green Fairways is owned and operated by the Utility's majority shareholder, Mr. William Smith. In its last case, the Green Fairways management fees were reduced from $60,000 to $30,000 based on the Utility's inability to provide specific support documentation relating to the actual amount of time Mr. Smith spent managing K W Resort.

Since the last case, the Utility has replaced contractual services with full-time employees including a President and Managers that supervise plant operations and maintenance. In the instant case, the Utility did not document the actual amount of time Green Fairways spent managing the Utility. Mr. Smith estimated that he spends approximately 25 percent of his time on Utility matters, a reduction from the 30 percent he estimated in the last rate case. Although his estimated management contribution has decreased, the Utility sought to justify the additional $30,000 by explaining that it was below the benchmark when compared to the increase in number of customers and inflation.

Staff finds that the majority of the management duties provided by Green Fairways are duplicative of the in-house officers and management the Utility has hired since its last rate case. These duties include: financial planning, and reviewing the treatment of customers, employees, and vendors. These employees also review the overall wastewater operations, plan for plant expansion, and deal with Commission rate and complaint matters. In its response to staff's second data request, the Utility provided the following description of the management services provided by Green Fairways: "Green Fairways supervises Mr. Johnson (the President) and is responsible for financing all debt obligations insuring the shareholder investment is secure and ensuring that any guarantees are paid in full by the Utility."

The Utility further explained that Mr. Smith has personally guaranteed loans to K W Resort due to the Utility not having income or credit sufficient to obtain such loans. The Utility contends that its ability to properly operate is dependent on a third party guarantee, such as Mr. Smith, and that his management fees are reasonable compared to those charged by most lenders. K W Resort also explained that WS Utilities, as the sole shareholder and largest creditor, requires outside management to review K W Resort's operations and to ensure that all debts are properly paid and that no security is jeopardized or personal guaranty put at risk. Based on the information provided, staff believes that Green Fairways provides services that primarily benefit Mr. Smith as a shareholder. Additionally, it does not provide true, independent third party oversight when the services are being provided by two related party individuals, Mr. Smith and his daughter, Leslie Johnson, who is also the wife of the Utility's President (Mr. Johnson). As such, staff does not believe this expense is necessary for the provision of regulated utility service. Thus, contractual services-management expense should be decreased by $60,000.

Issue 13: Should further adjustments be made to the Utility's O&M expense?

Recommendation: Yes. The O&M expense for the test year should be decreased by $13,003. (Norris)

Staff Analysis: Based on its review of test year O&M expense, staff recommends several adjustments to the Utility's O&M expense as summarized below.

Salaries & Wages

K W Resorts recorded total test year salaries and wages of $590,900 for employees and officers. Since its last case, the Utility has replaced contractual services with full-time employees. In an effort to examine the reasonableness of the Utility's salary levels, staff used multiple resources to examine the reasonableness of individual positions, including the American Water Works Association's (AWWA) 2012 Compensation Survey.[9] Only two positions fell above the maximum range in staff's comparison. However, due to turnover in multiple positions and an additional position added in the test year, an annualization adjustment for multiple positions would have offset any adjustment staff would have made to reduce the salaries of the two positions that exceeded the maximum range. As such, staff is recommending no further adjustments to salaries and wages expense.

Contractual Services-Engineering

In its MFRs, K W Resort reflected an expense of $9,132 for contractual services-engineering expense in the test year. This amount included a test year adjustment to increase the expense by $2,805 to reclassify erroneously coded expenses. As addressed in Issue 10, the Utility agreed to the removal and reclassification of the $2,805 adjustment to a deferred asset account. During its analysis of the Utility's pro forma plant project, staff noticed a 2014 Weiler Engineering invoice with a written correction to the breakdown of expenses between the pro forma expansion and regular engineering services provided to the Utility. The Utility failed to reflect this adjustment to contractual services-engineering expense in the test year. Therefore, staff recommends that contractual services-engineering expense be decreased by $653.

Contractual Services-Accounting

In its MFRs, K W Resort reflected an expense of $25,762 for contractual services-accounting in the test year. This amount included two test year adjustments to increase the expense by $12,350 for additional accounting services and $1,862 to reclassify erroneously coded expenses. As addressed in Issue 10, the Utility agreed to the removal and reclassification of the $1,862 adjustment to a deferred asset account.

In its response to staff's first data request, the Utility stated that the $12,350 adjustment was based on an additional hour of bookkeeping for 49.5 weeks at an hourly rate of $250 an hour due to the increase in transactions related to accounts payable, cash disbursements, and customer service. The $250 is based on the hourly rate charged by the Utility's accountant, Mr. Jeffrey Allen CPA, for additional work not included in his monthly service fee. For a fixed rate of $525 a month, Mr. Allen provides the following services: reviews the general ledger, reconciles bank

[9] Staff applied an index factor of 1.06 percent, calculated using Commission-approved indices from 2012-2016, to the 2012 AWWA salaries for comparison purposes.

statements and accounts receivables, reclassifies cash receipts, and prepares semi-annual regulatory assessment fee (RAF) reports. The Utility did not specify its basis for using 49.5 weeks.

Since it was classified as a test year adjustment, staff initially examined the accounting expense during the test year to verify that the adjustment was annualizing changes which occurred during the test year. Only one invoice in the test year, dated December 31, 2014, reflected additional accounting work associated with the Utility's monthly operations. An additional 3.5 hours were billed in December 2014 for entering accounting data in September through November of 2014. Additionally, the Utility's response to staff's first data request indicated that the increase in the expense for December 2014 was due to Mr. Allen performing fourth quarter accounting work in place of the Utility's in-house accountant who resigned with no immediate replacement. As discussed in Issue 12, this position was filled in 2015. Thus, the additional work performed in the test year does not warrant an adjustment to increase this expense on a going forward basis.

Although the increase did not merit a test year adjustment, staff additionally considered the adjustment as a pro forma expense given the Utility's justification of growth associated with its expansion. However, in response to staff's second data request the Utility stated that the increase in flows is not going to increase the prospective amount of transactions relative to the amount of flows received. Instead it cited justification of additional accounting services related to non-recurring situations such as post-rate case adjustments, special projects, and restatements made prior to this rate case. Therefore staff believes that contractual services-accounting expense should be decreased by $12,350.

Conclusion

Based on the above, staff recommends that O&M expense be decreased by $13,003 ($653 + $12,350).

Issue 14: What is the appropriate amount of rate case expense?

Recommendation: The appropriate amount of rate case expense is $152,021. This expense should be recovered over four years for an annual expense of $38,005. Therefore, annual rate case expense should be increased by $6,805 from the respective levels of expense included in the MFRs. (Frank, Norris)

Staff Analysis: In its MFRs, K W Resort requested $124,800 for current rate case expense. Staff requested an update of the actual rate case expense incurred, with supporting documentation, as well as the estimated amount to complete the case. On January 19, 2016, the Utility submitted its last revised estimate of rate case expense, through completion of the PAA process, which totaled $199,557. A breakdown of the Utility's requested rate case expense is as follows:

Table 14-1
K W Resort's Initial and Revised Rate Case Expense Request

	MFR B-10 Estimated	Actual	Additional Estimated	Revised Total
Legal Fees				
Friedman & Friedman, PA	$59,300	$31,673	$9,930	$41,603
Smith, Oropeza, & Hawks, PL	0	22,134	2,118	24,252
Accounting Fees				
Milian, Swain, & Associates	48,000	99,808	4,550	104,358
Jeffery Allen,	0	4,375	3,000	7,375
Engineering Fees				
M&R Consultants	8,000	7,533	1,500	9,033
Weiler Engineering Corp.	0	1,486	950	2,436
Filing Fee	4,500	4,500	0	4,500
Customer Notices, Printing, and Shipping	5,000	1,992	3,008	5,000
Travel	0	480	520	1,000
Total	$124,800	$173,981	$25,576	$199,557

Source: MFR Schedule B-10 and Utility responses to staff data requests

Pursuant to Section 367.081(7), F.S., the Commission shall determine the reasonableness of rate case expense and shall disallow all rate case expense determined to be unreasonable. Staff has examined the requested actual expenses, supporting documentation, and estimated expenses as listed above for the current rate case. Based on its review, staff believes the following adjustments to K W Resort's requested rate case expense are appropriate.

Friedman & Friedman, P.A. (F&F)

The first adjustment to rate case expense relates to K W Resort's legal fees. In its MFRs, the Utility included $59,300 in legal fees to complete the rate case. The Utility provided documentation detailing this expense through January 10, 2016. The actual fees and costs totaled $31,673 with an estimated $9,930 to complete the rate case, totaling $41,603.

F&F's actual expenses included the $4,500 filing fee. However, the Utility also included $4,500 in its MFR Schedule B-10, under "Public Service Commission – Filing Fee." Staff has left the filing fee under the filing fee line item and has removed the entry from legal fees to avoid double recovery of this fee.

According to invoices, the law firm of F&F identified and billed the Utility $1,188 related to the correction of MFR deficiencies. The Commission has previously disallowed rate case expense associated with correcting MFR deficiencies because of duplicate filing costs.[10] Consequently, staff recommends an adjustment to reduce F&F's actual legal fees by $1,188.

F&F's estimate to complete the rate case includes fees for 24.5 hours at $360/hr. and additional costs for photocopies and attending the Agenda Conference, totaling $555. Staff believes the full amount of the estimate to complete, $9,375, is reasonable. Accordingly, staff recommends that legal fees from F&F should be reduced by $5,688 ($4,500 + $1,188).

Smith, Oropeza, Hawks PL (SOH)

The second adjustment to rate case expense also relates to K W Resort's legal fees. In its MFRs, the Utility did not include any estimated rate case expense associated with SOH. However, the Utility subsequently provided documentation detailing expenses for two of SOH's attorneys, Bart Smith and Chris Oropeza, through December 16, 2015. The actual fees and costs totaled $22,134 with an estimated $2,118 to complete the rate case, totaling $24,252.

According to the Utility's response to the third data request, Mr. Smith's firm has represented the Utility for over five years and has in-depth familiarity with the on-going operations and legal issues of the Utility. Mr. Smith has provided his legal assistance to K W Resort in regards to inquires into the Last Stand litigation. Also, Mr. Smith assisted K W Resort in meeting with Monroe County staff to address concerns and present information as to the purpose of the rate case. In order to ensure the lowest cost for legal representation, K W Resort has utilized local counsel for these matters. Staff believes Mr. Smith's hours associated with assisting in responding to data requests involving the Last Stand Litigation and coordinating with Monroe County to address any concerns pertaining to the current rate case are reasonable. However, staff believes that any additional hours associated with processing this case are duplicative of Mr. Friedman's contribution to the rate case. Customers should not pay double the rate case expense for actions such as having two attorneys review a data request or attend a conference call with staff. Additionally, Mr. Smith included hours associated with "researching" different Commission functions such as the PAA process. The Utility has retained counsel, Mr. Friedman,

[10] Order Nos. PSC-05-0624-PAA-WS, issued June 7, 2005, in Docket No. 040450-WS, *In re: Application for rate increase in Martin County by Indiantown Company, Inc.;* and PSC-01-0326-FOF-SU, issued February 6, 2001, in Docket No. 991643-SU, *In re: Application for increase in wastewater rates in Seven Springs System in Pasco County by Aloha Utilities, Inc.*

with many years of experience with the Commission and customers should not pay additional rate case expense, at a higher hourly rate, for another attorney to learn Commission processes.

Adjustments to actual rate case expense should be made for time associated with work duplicative of Mr. Friedman's and related costs. As such, staff believes that $12,474 (32.4 hrs. x $385) be removed for Mr. Smith and $3,325 (13.3 hrs. x $250/hr.) be removed for Mr. Oropeza. An additional $570 of cost related to the duplicative work should also be removed.

Additionally, staff recommends an adjustment to the estimated cost to complete this case. SOH's estimate to completion included fees of 5.5 hours at $385/hr. totaling $2,118. Staff believes the reported 2.5 hours is appropriate for assisting with responses to the third data request as it relates to the Last Stand litigation. However, staff believes that estimated cost for review of staff recommendation and PAA Order is duplicative of the work of F&F. Accordingly, staff recommends that three hours, or $1,115 ($385/hr. x 3hrs.), be removed from estimated rate case expense. In total, staff recommends that legal fees and costs for SOH be reduced by $16,907 ($14,989 + $233 + $570 + $1,115) to reflect these adjustments.

Milian, Swain & Associates (MS&A)

The third adjustment relates to MS&A's actual and estimated accounting fees of $104,358, which was comprised of $99,808 in actual costs and $4,550 in estimated fees to complete the rate case as of January 4, 2016.

In regard to MS&A's actual expenses, staff reviewed the supporting documentation and identified 49.25 hours related to correcting deficiencies. As stated previously, the Commission has previously disallowed rate case expense associated with correcting MFR deficiencies because of duplicate filing costs. As such, staff recommends that $3,113 (20.75 hrs. x $150/hr.) should be removed for C. Yapp and $5,700 (28.5 hr. x $200/hr.) be removed for D. Swain. Accordingly, staff recommends that MS&A's actual accounting consultant fees be reduced by $8,813 ($3,113 + $5,700).

MS&A estimates that a total of 26 hours are needed to complete the case. According to MS&A's summary, the consultant estimated the following:

Table 14-2
MS&A's Estimated Hours to Complete Case

Est. Hours	Activity
10	Provide support to client – Responses to staff's data requests, including updates to rate case expense.
8	Review staff recommendations, testing recommended revenue requirements and resulting rates, including suppression calculations, and discuss with client.
8	Review PAA Order, testing final approved revenue requirements and resulting final rates, including suppression calculations, and discuss with client.
26	Total

Source: Utility's response to staff's third data request

MS&A included an additional 26 hours to complete the case from the filing of staff's recommendation to the completion of the PAA process. This consultant has worked with other Class A systems on numerous dockets before this Commission through the years. The consultant's familiarity with Class A utilities and this Commission led staff to believe that the request for eight hours to review staff's recommendation and eight hours to review the Commission's PAA order is excessive and unreasonable. Absent additional support, staff believes that a total of 9.5 hours is an ample amount of time to review staff's recommendation and the Commission's PAA Order. Accordingly, staff recommends 6.5 hours (3.25 hours for C. Yapp and 3.25 hours for D. Swain) be removed from estimated rate case expense.

In summary, staff recommends reducing estimated hours to complete from 26 to 19.5. As such, staff believes that $488 (3.25 hrs. x $150/hr.) should be removed for C. Yapp and $650 (3.25 hrs. x $200/hr.) be removed for D. Swain. Accordingly, staff recommends that accounting consultant fees be reduced by $1,138 ($488 + $650).

Jeffery Allen, PA

In its MFRs, the Utility did not include any estimated rate case expense associated with accounting services provided by Jeffery Allen, PA. However, the Utility subsequently provided documentation detailing the accounting services he provided, such as assisting with MFR preparation. The actual fees and costs for Mr. Allen's services totaled $4,375 with an additional $3,000 estimated to complete the rate case. The Utility provided invoices through July 31, 2015 to support the expense.

However, the descriptions of work performed on his invoices were vague in relation to the rate case, and staff requested further clarification. According to the Utility's response to staff's third data request, Mr. Allen's work performed in the months of February, March, and July was associated with the restatement of prior year's annual reports. As such, staff believes that 16.5 hours at $250 an hour, for a total of $4,125 should be removed as expense unrelated to the rate case.

Additionally, staff recommends an adjustment to the estimated cost to complete this case. Mr. Allen's estimate to complete included fees for 12 hours at $250/hr. Staff has yet to receive any

additional invoices from Mr. Allen detailing any work performed on data requests or any rate case matter since assisting in MFR preparation. As such, staff believes 12 hours estimated for data request responses is unsupported. Furthermore, staff believes the work performed when responding to data requests is duplicative of MS&A. Accordingly, staff recommends that 12 hours, or $3,000 ($250 x 12 hrs.), be removed from estimated rate case expense. In total, staff recommends that Mr. Allen's fees should be reduced by $7,125 ($4,125 + $3,000) to reflect these adjustments.

Engineering Consultant Fees – M&R Consultants

The Utility included $8,000 in its MFRs for M&R Consultants to provide consulting services for engineering-related schedules and responses to staff's data requests. The Utility provided support documentation detailing the actual expense through November 30, 2015. The actual fees and costs totaled $7,533 with an additional $1,500 estimated to complete the rate case. Staff believes the full amount of the estimate to complete, $1,500, for assisting with data requests and preparation for the Agenda Conference is reasonable. Therefore, staff recommends no adjustment.

Weiler Engineering Corp.

In its MFRs, the Utility did not include any estimated rate case expense associated with Weiler Engineering Corp. However, the Utility subsequently provided documentation detailing this expense through August 31, 2015. The actual fees and costs totaled $1,486, for work associated with MFRs and the first data request, with an estimated $950 to complete the rate case, totaling $2,436. Staff believes that since there were no invoices provided subsequent to the first data request, the Utility's estimate of $950 to complete the rate case is excessive and unreasonable. Accordingly, staff recommends that five hours or a total of $950 ($190 x 5 hrs.) be removed for estimated rate case expense.

Filing Fee

The Utility included $4,500 in its MFR Schedule B-10 for the filing fee. According to documentation provided by F&F, the filing fee of $4,500 was paid as part of the legal fees. Since the amount is already included in the line item for filing fee, staff removed $4,500 from F&F's legal fees to avoid double recovery of this fee.

Customer Notices, Printing, and Shipping

In its MFRs, K W Resort included estimated costs of $5,000 for printing and shipping. The Utility is responsible for sending out three notices: the initial notice, customer meeting notice, and notice of the final rate increase. The Commission has historically approved recovery of noticing and postage, despite the lack of support documentation, based on a standard methodology to estimate the total expense using the number of customers and the estimated per unit cost of envelopes, copies, and postage.[11] However, the Utility provided the support documentation needed to verify the actual costs associated with two notices. According to the invoices, costs for the initial notice and customer meeting notice totaled $1,476. The Utility did

[11] Order No. PSC-14-0025-PAA-WS issued January 10, 2014, in Docket No. 120209-WS, *In re: Application for increase in water and wastewater rates in Marion, Orange, Pasco, Pinellas, and Seminole Counties by Utilities, Inc. of Florida.*

not provide an update for estimate to completion. Based on the total cost for the first two notices, staff believes a reasonable estimate for the final notice is $738 ($1,476 / 2).

K W Resort also provided two Fed Ex invoices totaling $194, and an Office Max receipt totaling $322. Staff reviewed the invoices and believes these costs are reasonable. As such staff recommends actual and estimated rate case expense related to customer notices, printing, and shipping to be $2,730 ($1,476 + $738 + $194 + $322). Accordingly, staff recommends that a total of $2,270 ($5,000 - $2,730) be removed for estimated rate case expense.

Travel

In its MFRs, the Utility did not include any estimated rate case expense associated with travel. However, the Utility subsequently provided documentation detailing this expense through December 11, 2015. The actual fees and costs totaled $480 with an additional $520 estimated to complete the rate case. According to an invoice provided, Mr. Johnson booked air travel from Key West to Tallahassee in the amount of $480 in order to attend the Agenda Conference. The Utility estimates an additional $520 in travel which includes costs for a hotel reservation, transportation to and from the airport, and meals. Staff believes the actual and estimated cost for travel is reasonable and therefore recommends no adjustment

Conclusion

Based upon the adjustments discussed above, staff recommends that K W Resort's revised rate case expense of $199,557 be decreased by $47,536, or an increase of $27,221 based on K W Resort's original request, to reflect staff's adjustments, for a total of $152,021. A breakdown of staff's recommended rate case expense is as follows:

Table 14-3
Staff Recommended Rate Case Expense

Description	MFR Estimated	Utility Revised Act.& Est.	Staff Adjustment	Recom. Total
Legal Fees	$59,300	$65,855	($21,824)	$37,476
Accounting Consultant Fees	48,000	111,733	47,796	95,796
Engineering Consultant Fees	8,000	11,469	2,519	10,519
Filing Fee	4,500	4,500	0	4,500
Customer Notices, Printing, and Shipping	5,000	5,000	(2,270)	2,730
Travel	0	1,000	1,000	1,000
Total	$124,800	$199,557	$27,221	$152,021

Source: MFR Schedule B-10 and responses to staff data requests

In its MFRs, the Utility requested total rate case expense of $124,800. When amortized over four years, this represents an annual expense of $31,200. The recommended total rate case expense of $152,021 should be amortized over four years, pursuant to Section 367.081(6), F.S. This

represents an annual expense of $38,005. Based on the above, staff recommends that annual rate case expense be increased by $6,805 ($38,005 - $31,200).

Issue 15: What is the appropriate Phase I revenue requirement for the test year ended December 31, 2014?

Recommendation: Staff recommends the following revenue requirement be approved.

Test Year Revenue	$ Increase	Revenue Requirement	% Increase
$1,554,861	$683,185	$2,238,046	43.94%

(Norris)

Staff Analysis: In its filing, K W Resort requested a revenue requirement to generate annual revenue of $2,931,759. This requested revenue requirement represents a revenue increase of $1,438,382, or approximately 96.32 percent.

Consistent with staff's recommendations concerning rate base, cost of capital, and operating income issues, staff recommends approval of rates designed to generate a revenue requirement of $2,238,046. Staff's recommended revenue requirement of $2,238,046 is $683,185 greater than staff's adjusted test year revenue of $1,554,861 or an increase of 43.94 percent. Staff's recommended pre-repression revenue requirement will allow the Utility the opportunity to recover its expenses and earn a 4.98 percent return on its investment in rate base.

Issue 16: Should the Commission approve a Phase II increase for pro forma items for K W Resort?

Recommendation: Yes. The Commission should approve a Phase II revenue requirement associated with pro forma items. The Utility's Phase II revenue requirement is $2,485,904 which equates to an 11.07 percent increase over the Phase I revenue requirement.

Implementation of the Phase II rates is conditioned upon K W Resort completing the pro forma items within 12 months of the issuance of the Final Order. The Utility should be allowed to implement the rates recommended on Schedule No. 8 once all pro forma items have been completed and the DEP has issued its approval for the expansion project to go into service. Once verified by staff, the rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. The rates should not be implemented until notice has been received by the customers. K W Resort should provide proof of the date notice was given within 10 days of the date of the notice. If the Utility encounters any unforeseen events that will impede the completion of the pro forma plant items, the Utility should immediately notify the Commission, in writing, in advance of the deadline, so as to allow the Commission ample time to consider an extension.

Further, staff recommends that the Utility be required to submit a copy of the final invoices and support documentation for the pro forma plant items within 60 days of the in-service date. In addition, the Utility should submit documentation of all CIAC that has been collected since the test year. If the actual costs are greater than the recommended Phase II amounts, the Utility should be afforded the opportunity to request an additional increase, in writing, which the Commission should consider. If the actual costs are less than the recommended amounts, staff will file a subsequent recommendation to address the appropriate action to be undertaken. (Norris, Hill)

Staff Analysis: As discussed in Issue 3, K W Resort included $3,574,468 for wastewater pro forma plant additions in its original filing. While staff believes K W Resort has provided reasonable documentation and justification for these projects, staff made adjustments to reflect the differences between what was provided in the MFRs, the estimated bids for the pro forma projects, and actual invoices received.

Phase II Rate Base

Pro Forma Plant-WWTP Capacity Expansion

In 2013, the maximum 3-month average daily flow was at 91 percent of the 0.499 million gallons per day (MGD) permitted capacity. When 3-month average daily flow will equal or exceed permitted capacity within the next six months, the Utility is required to submit an application to DEP for a construction operating permit to expand. In April 2014, K W Resort submitted an application to DEP to increase the processing capacity of the WWTP by .350 MGD based on known flows through 2013. In June 2014, the DEP issued an "Intent to Issue" a construction permit. By October 2014, the actual 3-month average daily flow had reached 102 percent of the permitted capacity. Staff has reviewed three bids for this project and has estimated the project cost to be $3,489,234 for the treatment plant and $85,234 for the collection system. The table below illustrates these estimates.

Table 16-1
Pro Forma Wastewater Plant Adjustments

Project	MFR Amount	Revised Amount
Expansion WWTP	$3,489,234	$3,396,479
Expansion Collection System	$85,234	$85,494
Total	$3,574,468	$3,481,973

Source: Utility MFRs and Utility responses to staff data requests

Staff believes a two-phased rate increase is the most appropriate approach to include the Utility's pro forma plant expansion project for a number of reasons. The majority of the project has not been completed and will not be completed for nearly a year. Given the financial magnitude of the pro forma plant project and its impact on rates, staff believes it is unreasonable to include the project until it is placed in-service. However, staff is recommending recognition of the Utility's expenditures on the plant expansion through 2015 in Construction Work in Progress (CWIP), as addressed in Issue 2.

Additionally, although the Utility's latest timeline estimates that the project will be completed by December 2016, this timeline does not take into account the possibility of an extended challenge to its operating permit that could potentially delay the construction of the two shallow injection wells. As discussed in Issue 11, there is no automatic stay of the Final Order unless a party requests it and the agency or the court grants the stay. Thus, the Utility could conceivably proceed with the installation of the two shallow injection wells even in the event of an appeal. However, the possibility remains that the Final Order could be reversed or the case remanded back to DOAH for additional proceedings that could compel the Utility to pursue a modified plan. If that event were to occur after or during the installation of the shallow injection wells, the Utility could potentially face a situation in which it has to make additional plant expenditures that are duplicative of those requested in the instant docket. Although the Utility believes that the probability of a successful appeal from Last Stand is low, staff believes that its recommendation should rely on the finality of the proceedings and not on probability. As such, staff's recommendation of a two-phased increase also takes into consideration the anticipated conclusion of the proceedings.

Staff recognizes that two-phased rate increases for water and wastewater utilities have been traditionally applied by the Commission in staff-assisted rate cases. However, given the unique circumstances of the instant case, staff believes a two-phased rate increase is appropriate in this instance to balance the interests of both the Utility and its customers. As such, staff recommends that pro forma plant be increased by $3,489,234 and CWIP be decreased by $303,999 in Phase II. Corresponding adjustments should be made to increase accumulated depreciation by $191,289. Depreciation expense should also be increased by $191,289. Additionally, pro forma property taxes should be increased by $31,875.

As mentioned in the Case Background, Monroe County, one of the Utility's largest customers, has actively monitored the case as an interested party. On February 5, 2016, a representative for the County provided staff with two letters from K W Resort to two existing customers regarding the reassessment and attempted collection of capacity fees after the test year. Based on concerns

regarding the Utility's contribution level, as further addressed in Issue 23, staff believes that the Utility should submit documentation of all CIAC that has been collected since the test year when it submits documentation of pro forma plant. Staff will bring before the Commission any potential issues with CIAC, if necessary.

Used & Useful

As addressed in Issue 4, K W Resort's wastewater treatment plant should be considered 72 percent U&U and the wastewater collection system should be considered 100 percent U&U in Phase II. To reflect the appropriate U&U percentages in Phase II, staff recommends that plant be decreased by $2,183,032, accumulated depreciation be decreased by $827,703, CIAC be decreased by $197,960, and the accumulated amortization of CIAC be decreased by $86,713. Corresponding adjustments should be made to decrease depreciation expense and amortization expense by $117,108 and $10,998, respectively. As such, rate base should be decreased by $1,244,082 (-$2,183,032 + $827,703 + $197,960 - $86,713) and net depreciation expense should be decreased by $106,110 (-$117,108 + $10,998).

Working Capital

Based on the projected timeline to completion, Phase II rates should reflect an additional year of amortization of its deferred Last Stand legal fees. As discussed in Issue 5, staff decreased Phase I working capital by $95,487 to reflect the first year of amortization. As such, working capital in Phase II should be decreased by an additional $95,487 to reflect an additional year of amortization. As recommended in Issue 11, additional Last Stand legal expenses could potentially be recognized as an additional deferred asset upon submission of support documentation in Phase II.

Rate Base Summary

The adjustments above increase Phase I rate base by $1,648,015. Thus, Phase II rate base is $1,685,725 ($37,710 +$1,648,015) as shown on Schedule No. 5-A.

Cost of Capital

Staff recommends two additional adjustments to the Utility's capital structure. As addressed in Issue 8, staff believes the Utility's pro forma adjustment to common equity should be reflected in Phase II. As such, staff recommends an increase to the common equity balance of $3,500,000 in Phase II to reflect the equity provided to fund the WWTP expansion. In addition, staff does not recommend reconciling rate base to capital structure pro rata over all sources of capital as it did in Phase I. The pro forma plant included in Phase II increases rate base substantially. Therefore, it is appropriate for customer deposits to be specifically identified and rate base to be reconciled to the capital structure over investor sources of capital. Based on the Commission leverage formula currently in effect, the appropriate ROE is 9.36 percent,[12] with a range of plus or minus 100 basis points. The resulting overall cost of capital is 7.64 percent as shown on Schedule No. 6.

[12] Order No. PSC-15-0259-PAA-WS, issued July 2, 2015, in Docket No. 150006-WS, *In re: Water and Wastewater Industry Annual Reestablishment of Authorized Range of Return on Common Equity for Water and Wastewater Utilities Pursuant to Section 367.081(4) (f), Florida Statutes.*

Operating Expenses

Phase II operating expenses are $2,357,038 ($2,236,168 + $109,717) as shown on Schedule No. 7-A. This amount reflects an additional $85,179 in depreciation expense and an additional $35,691 in taxes other than income associated with the pro forma plant additions.

Conclusion

The Utility's Phase II revenue requirement is $2,485,904 which equates to an 11.07 percent increase over the recommended Phase I revenue requirement. Phase II rate base and rate base adjustments are shown on Schedule Nos. 5-A and 5-B. The capital structure for Phase II is shown on Schedule No. 6. The NOI and NOI adjustments are shown on Schedule Nos. 7-A and 7-B. The resulting rates are shown on Schedule No. 8.

Implementation of the Phase II rates is conditioned upon K W Resort completing the pro forma items within 12 months of the issuance of the Final Order. The Utility should be allowed to implement the rates recommended on Schedule No. 8 once all pro forma items have been completed and the DEP has issued its approval for the expansion project to go into service. Once verified by staff, the rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. The rates should not be implemented until notice has been received by the customers. K W Resort should provide proof of the date notice was given within 10 days of the date of the notice. If the Utility encounters any unforeseen events that will impede the completion of the pro forma plant items, the Utility should immediately notify the Commission, in writing, in advance of the deadline, so as to allow the Commission ample time to consider an extension.

Further, staff recommends that the Utility be required to submit a copy of the final invoices and support documentation for the pro forma plant items within 60 days of the in-service date. In addition, the Utility should submit documentation of all CIAC that has been collected since the test year. If the actual costs are greater than the recommended Phase II amounts, the Utility should be afforded the opportunity to request an additional increase, in writing, which the Commission should consider. If the actual costs are less than the recommended amounts, staff will file a subsequent recommendation to lower the Phase II rates for the incremental decrease.

Issue 17: What are the appropriate rate structures and rates for K W Resort's wastewater system?

Recommendation: The recommended rate structures and monthly wastewater rates are shown on Schedule No. 4. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates and discontinuance of reading customer meters. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice. (Thompson)

Staff Analysis: K W Resort provides wastewater service to approximately 1,604 residential customers and 457 general service customers, including multifamily customers and marinas. The Florida Keys Aqueduct Authority (FKAA) provides water service to the Utility's customers and gives the Utility the water billing data on a monthly basis. The Utility's tariff contains rates for residential and general service customers, as well as separate rates for marinas, pool facilities, private lift station owners, and temporary service for dewatering sludge loads. The current rate structure and rates have been developed as a result of a prior complaint docket,[13] several requests for a new class of service,[14] as well as the last rate case.[15]

According to the Utility's MFRs and billing data, the Utility's billing practice for several general service customers is inconsistent with its approved tariff. Staff will address whether the Utility should be ordered to show cause why it should not be fined for charging rates that are inconsistent with its tariff in a subsequent proceeding. Some examples are noted below:

- Safe Harbor Marina is billed a negotiated rate, rather than the approved bulk flat rate.
- Sunset Marina is billed base facility charges (BFCs) based on an 8" and a 2" meter, the Utility's approved gallonage charge based on water demand, the approved charge for two pools, as well as an additional 64 BFCs based on the number of units behind the meter.
- Marinas with 2" meters are billed based on an approved bulk flat rate that includes BFCs for a 2" meter and six residential units, as well as a gallonage charge that was erroneously

[13]Order No. PSC-02-1165-PAA-SU, issued August 26, 2002, in Docket No. 020520-SU, *In re: Complaint by Safe Harbor Marina against K W Resort Utilities Corp. and request for new class of service for bulk wastewater rate in Monroe County.*

[14]Order Nos. PSC-95-0335-FOF-SU, issued March 10, 1995, in Docket No. 941323-SU, *In re: Request for approval of a new class of service in Monroe County by K W Resort Utilities Corporation;* PSC-99-0489-FOF-SU, issued March 8, 1999, in Docket No. 970229-SU, *In re: Application for limited proceeding increase in reuse water rates in Monroe County by K W Resort Utilities Corp.*;. PSC-02-1711-TRF-SU, issued December 9, 2002, in Docket No. 021008-SU, *In re: Request for approval of two new classes of bulk wastewater rates in Monroe County by K W Resort Utilities Corp.*; and PSC-05-0955-TRF-SU, issued October 7, 2005, in Docket No. 050474-SU, *In re: Request for approval of new class of bulk wastewater rates in Monroe County by K W Resort Utilities Corp.*

[15]Order No. PSC-09-0057-FOF-SU, issued January 27, 2009, in Docket No. 070293-SU, *In re: Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.*

added to the bulk rate tariff as a result of an administrative approval of a 2011 price index.

- One general service customer with a 6" meter is billed the BFC for a 5/8"x3/4" meter for each of the 103 units.

- Another general service customer with a 5/8"x3/4" meter is billed the BFC for a 5/8"x3/4" meter for 49 units.

According to the Utility, several general service customers have installed their own meter behind the FKAA meter so that their wastewater bill would be based on only the water that returns to the wastewater system (excluding water used for washing boats, etc.). At the customer's request, the Utility has been reading the customer-owned meters instead of using the FKAA data. However, K W Resort expressed concern about whether the customer-owned meters are properly calibrated. In other instances, K W Resort reads customer-owned meters and deducts that reading from the FKAA meter reading to address the issue of water use that is not returned to the wastewater system.

On February 10, 2016, pursuant to an informal request by staff, the Utility provided a revised Schedule E-2 and supporting documentation, including a list of general service customers and details regarding how each customer was billed during the test year. The analysis also contains further adjustments to the billing determinants in Schedule E-2 to reflect the billing determinants based on customer meter size.

The following is a description of each of the Utility's currently approved rate structures.

Residential Service and General Service Rate Structures

Prior to the Utility's last rate case, the Utility charged its residential customers a flat rate. However, in the last rate case, the Commission approved a residential rate structure that is typical of most wastewater utilities, including a BFC, regardless of meter size, and a gallonage charge based on water demand with a 10,000 gallon per month cap. According to the prior order, water use information was previously not available from the FKAA; however, in the last rate case, the Utility indicated that the data would be available on a going-forward basis.[16]

The Utility's general service rate structure includes a BFC based on the size of the customer's water meter and a gallonage charge based on water demand. The gallonage charge is 20 percent higher than the residential gallonage charge to reflect that the majority of the general service water is returned to the wastewater system.

Flat Bulk Rate Structure for Marinas and Pools

In the Utility's last rate case, the Commission approved flat bulk rates for Safe Harbor Marina and South Stock Island Marina based on the estimated number of equivalent residential connections (ERCs) for each marina. For example, residential units were considered one ERC, live aboard boats were considered .6 ERCs, etc. The rates had previously been set as a result of a

[16] Order No. PSC-09-0057-FOF-SU

complaint by Safe Harbor and the Utility's request for a new class of service,[17] and the Utility's request for a new class of service for South Stock Island.[18] The Safe Harbor order noted that the Utility was charging the marina a flat rate for the unmetered bar and restaurant that had not been approved by the Commission and noted staff's belief that K W Resort was billing discriminatory rates to Safe Harbor. The bulk rates for the marinas reflect a discount because the marinas own and maintain their lift stations.

It should be noted that the Utility also has an approved tariff for customers who own and maintain their own lift station; but those rates are consistent with the Utility's approved general service rates and do not include a discount to reflect that the customer owns and maintains the lift station. The Utility does not currently bill any of its customers based on this tariff even though the Utility states there are approximately 20 customers that own and maintain their own lift station.

The Utility's initial MFRs in the current rate case included a flat bulk rate for Safe Harbor Marina that was inconsistent with the Utility's approved tariff. In response to a staff data request, the Utility indicated that subsequent to the Utility's last rate case, the Utility "entered into an agreement with Safe Harbour Marina whereby the Utility would continue to charge the $1,650.67, not the lower $947.00" approved in Order No. PSC-09-0057-FOF-SU. According to the Utility, there has been major redevelopment on the property placing greater demand on the system than reflected by the current meter size.

In addition, during a review of the Utility's tariff, staff discovered that as a result of a 2011 price index filing, a gallonage charge was inadvertently added to the Utility's approved tariff for South Stock Island Marina. This gallonage charge had not been approved by the Commission, and was in addition to approved the flat bulk rate. The Utility subsequently began billing South Stock Island Marina the flat bulk rate as well as the gallonage charge that was incorporated in the tariff as a result of the price index.

The Utility also has approved flat rates for swimming pools. A small pool is considered 1.18 ERCs and a large pool, which includes a clubhouse, is 4 ERCs. The flat rates were originally approved in Docket No. 021008-SU, as a result of a request for a new class of service. following staff's discovery that the Utility was charging an unauthorized charge during its review of the Utility's 2002 Price Index filing. According to the order, the Utility was not ordered to show cause why it should not be fined for failure to apply for a new class of service because (1) the Utility was cooperative in providing the necessary information, (2) the Utility assured the Commission that the revenues were included in the Utility's annual reports and the appropriate Regulatory Assessment Fees were paid, and (3) the Commission found that the Utility thoroughly understood the requirements for applying for a new class of service and the need to not initiate new classes of service without notifying the Commission in a timely manner.

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[17]Order No. PSC-02-1165-PAA-SU, issued August 26, 2002, in Docket No. 020520-SU, *In re: Complaint by Safe Harbor Marina against K W Resort Utilities Corp. and request for new class of service for bulk wastewater rate in Monroe County.*

[18]Order No. PSC-05-0955-TRF-SU, issued October 7, 2005, in Docket No. 050474-SU, *In re: Request for approval of new class of bulk wastewater rates in Monroe County by K W Resort Utilities Corp.*

Temporary Service Agreements for Dewatering Sludge Loads

The Utility also has an approved tariff for temporary service agreements for dewatering sludge loads. The original tariff was approved in Docket No. 021008-SU, as a result of a request for a new class of service. As described above, and the Utility was not previously ordered to show cause why it should not be fined for failure to apply for a new class of service. A septic tank pumping company was collecting sludge from several commercial customers and dewatering the sludge to reduce the amount of waste that had to be transported for further processing. The Utility received and treated the effluent that resulted from the dewatering process. The Utility no longer provides this service; therefore, no revenues were collected during the test year. According to the Utility, the tariff for temporary service agreements for dewatering sludge loads is no longer needed.

Summary

In its MFRs, the Utility's proposed rates reflect the existing rate structure with across-the-board increases for each of the rates. The Utility did not provide any other rate design analysis to justify its proposed rates.

Staff performed an analysis of the Utility's billing data to evaluate various BFC cost recovery percentages and gallonage caps for the residential customers. In addition, staff evaluated whether the Utility's current rate structure and billing practice are just, reasonable, compensatory, and not unfairly discriminatory pursuant to Section 367.081(2), F.S. The goal of the evaluation was to select the rate design parameters that (1) produce the recommended revenue requirement, (2) equitably distribute cost recovery among the Utility's customers, and (3) implement a gallonage cap that considers approximately the amount of water that may return to the wastewater system.

Based on staff's review of the Utility's approved tariff and billing data, as well as prior dockets addressing the Utility's rate structure, staff recommends that the Utility's general service rate structure be redesigned to reflect a rate structure that is consistent with other wastewater utilities regulated by the Commission. While the Utility had difficulty obtaining metered water usage information from FKAA in the past, that information is now available for all of K W Resort's customers. The Utility provided adjusted billing determinants, which reflect residential and general service bills based on meter size and gallons. In addition, staff made an adjustment to reflect the appropriate number of residential gallons at the cap. These adjusted billing determinants should be used to develop final rates. All customers should be billed based on the billing data received from FKAA. The Utility should not be responsible for reading customer-owned meters. If a customer has concerns about meter sizes or deduct meters, the customer's recourse is with the FKAA.

The Commission's standard practice is to allocate at least 50 percent of the wastewater revenue to the BFC due to the capital intensive nature of wastewater plants. Staff recommends that the Utility's rates be designed to recover 50 of its revenue from the BFC. Further, staff recommends that, consistent with the Utility's currently approved rate structure, all residential customers should be billed a BFC regardless of meter size and a gallonage charge based on water demand with a 10,000 gallon cap. All general service customers should be billed based on meter size with

a gallonage charge based on water demand. The general service gallonage charge should be 20 percent higher than the residential gallonage charge to reflect that not all residential water demand is returned to the wastewater system. In addition, the tariff for private lift station owners, including the marinas, should be revised to reflect a BFC based on meter size that is 20 percent less than the applicable general service BFC consistent with prior Commission orders that have recognized a discount for customer-owned lift stations. The tariffs for bulk service for the marinas should be cancelled. Each of the pool facilities is served by a 5/8" x 3/4" water meter; therefore, staff recommends discontinuing the flat rates for pools and requiring the Utility to bill those facilities based on meter size for general service customers consistent with staff's recommendation for the other general service customers. If a customer has multiple meters, the Utility should charge the approved BFC for each meter. The tariff for temporary service agreements for dewatering sludge loads should be cancelled.

In the February 10, 2016 response to staff, the Utility expressed serious concerns about a drastic change in the billing methodology, which could substantially increase rates for certain customers, result in repressed usage, and customers potentially reducing meter sizes. The Utility also believes that such large increases will also increase the number of delinquent and subsequently uncollectible accounts. Given the uncertainty with respect to customer response to the staff recommended rate structure, staff does not believe that a repression adjustment should be included at this time. However, based on staff's analysis of the impact of the change in rate structure, it appears that many general service customers will benefit from the change in rate structure, particularly those customers that were billed based on both meter size and number of units behind the meter.

Staff's recommended rate structure and rates are shown on Schedule No. 4. Staff also presents a percentage increase to existing rates as an alternative in Table 17-1 below. However, it should be noted that this alternative will not eliminate some of the inequities in the current rate structure..

Table 17-1
Staff's Recommended and Alternative Wastewater Rate Structures and Rates

	Current Rates	Staff Recommended Rates	Alternative I Across the Board (47.68%)
Residential Service			
All Meter Sizes	$17.81	$39.57	$26.30
Charge per 1,000 gallons - Residential	$3.87	$4.23	$5.72
10,000 gallon cap			
General Service			
Base Facility Charge by Meter Size			
5/8" x 3/4"	$17.81	$39.57	$26.30
1"	$44.53	$98.93	$65.75
1-1/2"	$89.05	$197.85	$131.50
2"	$142.47	$316.56	$210.40
3"	$284.95	$633.12	$420.80
4"	$445.24	$989.25	$657.50
6"	$890.49	$1,978.50	$1,315.00
8"	$1,602.86	$3,165.60	$2,104.00
8" Turbo	$2,048.10	$3,561.30	$2,367.00
Charge per 1,000 gallons - General Service	$4.64	$5.07	$6.85
General Service - Private Lift Station Owners			
5/8" x 3/4"	$17.81	$31.66	$21.04
1"	$44.53	$79.14	$42.08
1-1/2"	N/A	$158.28	$84.16
2"	$142.47	$253.25	$134.66
3"	N/A	$506.50	$269.31
4"	N/A	$791.40	$420.80
6"	N/A	$1,582.80	$841.60
8"	N/A	$2,532.48	$1,346.56
Charge per 1,000 gallons - General Service	$4.64	$5.07	$6.85
Bulk Wastewater Rate			
Safe Harbor Marina	$917.11	N/A	$1,354.39
South Stock Island Marinas	$244.43		$360.97
Swimming Pools			
Large	$105.75	N/A	$156.17
Small	$31.31	N/A	$46.24
Typical Residential 5/8" x 3/4" Meter Bill Comparison			
4,000 Gallons	$33.29	$56.49	$49.18
6,000 Gallons	$41.03	$64.95	$60.62
10,000 Gallons	$56.51	$81.87	$83.50

Conclusion

Based on the foregoing, the recommended rate structures and monthly wastewater rates are shown on Schedule No. 4. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates and discontinuance of reading customer meters. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice.

Issue 18: What is the appropriate rate for K W Resort's reuse service?

Recommendation: The appropriate rate for K W Resort's reuse service is $0.93 per 1,000 gallons. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice. (Thompson)

Staff Analysis: The Utility's primary method of disposal of the treated wastewater is through reuse. The Utility currently provides reuse service to two general service customers in Monroe County. The current reuse rate for these customers is $0.68 per 1,000 gallons. During the test year, in addition to the tariffed reuse rate, the Utility also charged for reuse testing consistent with its approved tariff.

Reuse rates are typically market based rather than cost based. This provides an incentive to encourage customers to use the reuse. In addition, there are cost savings associated with providing reuse to customers rather than purchasing land for disposal of the treated wastewater. Staff conducted a review of reuse rates charged throughout Monroe County listed in the Florida Department of Environmental Protection's 2014 Reuse Inventory Report and determined that there are only two entities, including K W Resort, that currently charge for reuse with K W Resort's rate being significantly lower than the other provider. There are also several wastewater utilities in Monroe County that provide reuse at no charge.

Staff examined the revenues received from reuse service and additional testing during the test year. Based on this information, staff believes that $0.93 per 1,000 gallons is a reasonable rate for K W Resort's reuse service, including the cost of testing. This would negate the need for an additional charge for testing.

Therefore, staff recommends that the appropriate rate for K W Resort's reuse service is $0.93 per 1,000 gallons. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice.

Issue 19: Should K W Resort's requested miscellaneous service charges be approved?

Recommendation: No. K W Resort's requested miscellaneous service charges should not be approved. However, staff recommends that the miscellaneous service charges shown in Table 19-4 are appropriate and should be approved if K W files a revised tariff. K W Resort should be required to file a proposed customer notice and tariff to reflect the Commission-approved charges. The approved charges should be effective on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). In addition, the approved charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice. (Thompson)

Staff Analysis: Section 367.091, F.S., authorizes the Commission to establish, increase, or change a rate or charge other than monthly rates or service availability charges. Rule 25-30.460, F.A.C., defines miscellaneous service charges as initial connection, normal reconnection, violation reconnection, and premises visit charges. The Utility requested an amendment to its existing miscellaneous service charges in the MFRs filed in this docket. Although the Utility requested a violation reconnection charge of $150 during business hours and $225 for after business hours, the Utility currently has an approved violation reconnection charge at actual cost, which is consistent with Commission practice. In response to a staff data request, K W Resort revised its requested miscellaneous service charges as reflected in Table 19-1 below.

Table 19-1
Proposed Miscellaneous Service Charges

Charge	Current	Proposed	
		Normal Hours	After Hours
Initial Connection	$15	$75	$125
Normal Reconnection	$15	$75	$125
Premises Visit	$10	$65	$125

Source: Utility tariff and Utility correspondence

The Utility's request was accompanied by its reason for requesting the amendment, as well as the cost justification required by Section 367.091, F.S., as reflected in Tables 19-2 and 19-3 below.

Table 19-2
Initial Connection and Normal Reconnection Cost Justification

Activity	Normal Hours Cost		Activity	After Hours Cost
Labor (Administrative) ($22.50/hr x1hr)	$22.50		Labor (Administrative) ($22.50/hr x1hr)	$22.50
Labor (Field) ($22.50/hr x.75hr)	16.88		Labor (Field) ($33.75/hr x2hr)	67.50
Labor (Supervision) ($68.00/hr x .25hr)	17.00		Labor (Supervision) ($68.00/hr x .25hr)	17.00
Benefits & Insurance (23%)	12.97		Benefits & Insurance (23%)	24.61
Transportation ($.56/mile x 3 miles)	1.68		Transportation ($.56/mile x 6 miles)	3.36
Supplies	0.80		Supplies	0.80
Postage	0.49		Postage	0.49
Total	$72.32		Total	$136.26

Source: Utility correspondence

Table 19-3
Premises Visit Cost Justification

Activity	Normal Hours Cost		Activity	After Hours Cost
Labor (Administrative) ($22.50/hr x.5hr)	$11.25		Labor (Administrative) ($22.50/hr x .5hr)	$11.25
Labor (Field) ($22.50/hr x1hr)	22.50		Labor ($33.75/hr x2hr)	67.50
Labor (Supervision) ($68.00/hr x .25hr)	17.00		Labor (Supervision) ($68.00/hr x .25hr)	17.00
Benefits & Insurance (23%)	11.67		Benefits & Insurance (23%)	22.02
Transportation ($.56/mile x 3 miles)	1.68		Transportation ($.56/mile x 6 miles)	3.36
Supplies	0.30		Supplies	0.80
Postage	0.49		Postage	0.49
Total	$64.89		Total	$122.42

Source: Utility correspondence

Because K W Resort is a wastewater only company, the only action needed for initial connections and normal reconnections can be handled administratively from the Utility's office. The Utility needs to work closely with FKAA to identify new connections and water service disconnections. Staff recommends that the Utility's existing initial connection and normal reconnection charges are sufficient and an after-hours charge is not necessary. However a customer may request that the Utility make a premises visit to respond to complaints or inquiries.

Staff recommends that the Utility be authorized to collect a $20 premises visit charge during normal business hours and $45 after hours to reflect the field and administrative labor and transportation costs to respond to customers.

Table 19-4
Recommended Miscellaneous Service Charges

Charge	Current	Staff Recommended	
		Normal Hours	After Hours
Initial Connection	$15	$15	N/A
Normal Reconnection	$15	$15	N/A
Premises Visit	$10	$20	$45

Source: Utility tariff and Utility correspondence

Commission practice has been to place the burden of such charges on the cost causer rather than the general body of ratepayers. This is consistent with one of the fundamental principles of rate making—ensuring that the cost of providing service is recovered from the cost causer.[19] Therefore, staff recommends that a premises visit charge of $20 during normal business hours and $45 are reasonable and should be approved, if the Utility files a revised tariff.

Based on the above, K W Resort's requested miscellaneous service charges should not be approved. However, staff recommends that the miscellaneous service charges shown in Table 19-4 are appropriate and should be approved if the Utility files a revised tariff. K W Resort should be required to file a proposed customer notice and tariff to reflect the Commission-approved charges. The approved charges should be effective on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). In addition, the approved charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

[19]Order Nos. PSC-03-1119-PAA-SU, issued October 7, 2003, in Docket No. 030106-SU, *In re: Application for staff-assisted rate case in Lee County by Environmental Protection Systems of Pine Island, Inc.*; and PSC-96-1409-FOF-WU, issued November 20, 1996, in Docket No. 960716-WU, *In re: Application for transfer of Certificate No. 123-W in Lake County from Theodore S. Jansen d/b/a Ravenswood Water System to Crystal River Utilities, Inc.*

Issue 20: Should K W Resort be authorized to collect Non-Sufficient Funds (NSF) charges?

Recommendation: Yes. K W Resort should be authorized to collect NSF charges for both systems. Staff recommends that K W Resort revise its tariffs to reflect the NSF charges currently set forth in Section 68.065, F.S. The NSF charges should be effective on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. Furthermore, the charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date the notice was given within 10 days of the date of the notice. (Thompson)

Staff Analysis: Section 367.091, F.S., requires rates, charges, and customer service policies to be approved by the Commission. The Commission has authority to establish, increase, or change a rate or charge. Staff believes that K W Resort should be authorized to collect NSF charges consistent with Section 68.065, F.S., which allows for the assessment of charges for the collection of worthless checks, drafts, or orders of payment. As currently set forth in Section 68.065(2), F.S., the following NSF charges may be assessed:

(1) $25, if the face value does not exceed $50,

(2) $30, if the face value exceeds $50 but does not exceed $300,

(3) $40, if the face value exceeds $300,

(4) or five percent of the face amount of the check, whichever is greater.

Approval of NSF charges is consistent with prior Commission decisions.[20] Furthermore, NSF charges place the cost on the cost-causer, rather than requiring that the costs associated with the return of the NSF checks be spread across the general body of ratepayers. As such, K W Resort should be authorized to collect NSF charges for both systems. Staff recommends that K W Resort revise its tariff sheet to reflect the NSF charges currently set forth in Section 68.065, F.S. The NSF charges should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. Furthermore, the NSF charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date the notice was given within 10 days of the date of the notice.

[20]Order Nos. PSC-14-0198-TRF-SU, issued May 2, 2014, in Docket No. 140030-SU, *In re: Request for approval to amend Miscellaneous Service charges to include all NSF charges by Environmental Protection Systems of Pine Island, Inc.;* and PSC-13-0646-PAA-WU, issued December 5, 2013, in Docket No. 130025-WU, *In re: Application for increase in water rates in Highlands County by Placid Lakes Utilities, Inc.*

Issue 21: Should K W Resort's request to implement a $9.50 late payment charge be approved?

Recommendation: No. K W Resort's request to implement a $9.50 late payment charge should not be approved. However, staff's recommended charge of $6.50 should be approved if the Utility files a revised tariff. The Utility should be required to file a proposed customer notice and tariff to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice. (Thompson)

Staff Analysis: The Utility is requesting a $9.50 late payment charge to recover the cost of supplies and labor associated with processing late payment notices. The Utility's request for a late payment charge was accompanied by its reason for requesting the charge, as well as the cost justification required by Section 367.091, F.S. Staff believes this charge should be $6.50.

The Utility has a total of 3,200 customer accounts per month and, according to the Utility, there are a number of customers that do not pay by the due date each billing cycle. Based on historical data and the monthly billing cycle, the Utility anticipates it will prepare late payment notices for approximately 30 accounts per billing cycle. In the past, the Commission has allowed 10-15 minutes per account per month for clerical and administrative labor to research, review, and prepare the notice.[21] The Utility indicated it will spend approximately eight hours per billing cycle processing late payment notices, which results in an average of approximately 16 minutes per account (480 minutes / 30 accounts) and is within reason of past Commission decisions. The late payment notices will be processed by an employee, which results in labor cost of $9.00 (8 x $33.75 / 30) per account. Staff believes the labor cost should be performed by an administrative employee at the rate of $22.50 per hour. This would result in labor cost of $6.00 (8 x $22.50 / 30). Both the Utility's and staff's cost basis for the late payment charge, including the labor, is shown below.

[21]Order No. PSC-11-0204-TRF-SU, in Docket No. 100413-SU, issued April 25, 2011, *In re: Request for approval of tariff amendment to include a late fee of $14.00 in Polk County by West Lakeland Wastewater.*; Order No. PSC-08-0255-PAA-WS, in Docket No. 070391-WS, issued April 24, 2008, *In re: Application for certificates to provide water and wastewater service in Sumter County by Orange Blossom Utilities, Inc.*; Order No. PSC-01-2101-TRF-WS, in Docket No. 011122-WS, issued October 22, 2001, *In re: Tariff filing to establish a late payment charge in Highlands County by Damon Utilities, Inc.*

Table 21-1
Late Payment Charge Cost Justification

Activity	Utility Proposed		Activity	Staff Recommended
Labor	$9.00		Labor	$6.00
Printing	0.02		Printing	0.02
Postage	0.49		Postage	0.49
Total Cost	$9.51		Total Cost	$6.51

Source: Utility correspondence

Based on staff's research, since the late 1990s, the Commission has approved late payment charges ranging from $2.00 to $7.00.[22] The purpose of this charge is not only to provide an incentive for customers to make timely payment, thereby reducing the number of delinquent accounts, but also to place the cost burden of processing delinquent accounts solely upon those who are cost causers.

Based on the above, staff recommends that K W Resort's request to implement a $9.50 late payment charge should not be approved. However, staff's recommended charge of $6.50 should be approved if the Utility files a revised tariff. K W Resort should be required to file a proposed customer notice and revised tariff to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

[22]Order Nos. PSC-01-2101-TRF-WS; Order No. PSC-08-0255-PAA-WS; Order No. PSC-09-0752-PAA-WU, in Docket No. 090185-WU, issued November 16, 2009, *In re: Application for grandfather certificate to operate water utility in St. Johns County by Camachee Island Company, Inc. d/b/a Camachee Cove Yacht Harbor Utility.*; and PSC-10-0257-TRF-WU, in Docket No. 090429-WU, issued April 26, 2010, *In re: Request for approval of imposition of miscellaneous service charges, delinquent payment charge and meter tampering charge in Lake County, by Pine Harbour Water Utilities, LLC.*; and. PSC-11-0204-TRF-SU; Order No. PSC-14-0105-TRF-WS, in Docket No. 130288-WS, issued February 20, 2014, *In re: Request for approval of late payment charge in Brevard County by Aquarina Utilities, Inc.*

Issue 22: Should K W be authorized to collect a Lift Station Cleaning charge?

Recommendation: Yes. K W Resort should be authorized to collect a monthly lift station cleaning charge for the Monroe County Detention Center (MCDC) of $1,462. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice. (Thompson)

Staff Analysis: In the Utility's last rate case the Commission acknowledged that the Utility collected $19,575 associated with the cleaning of the MCDC lift station. The Utility also collected $19,550 from the MCDC during the current test year through a monthly assessment. There is a great deal of time and effort involved with cleaning the MCDC lift station; therefore, staff recommends that a specific monthly charge be authorized, consistent with Commission practice, so that the cost burden is placed solely upon those who are the cost causer. At staff's request, the Utility provided cost justification as follows:

Table 22-1
Lift Station Cleaning Charge Cost Justification

Activity	Normal Hours Cost
Labor ($21/hr x 1.5hr)	$31.50
Disposal Cost ($13.55/lb x 100 lb)	$13.55
Supplies	$3.00
Total Per Day	$48.05
Annual Charge ($48.05 x 365)	$17,538.25
Monthly Charge ($17,538.25 / 12)	$1,461.52

Source: Utility correspondence

K W Resort should be authorized to collect a monthly lift station cleaning charge of $1,462 from the MCDC. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

Issue 23: Should the Utility's approved service availability policy and charges be revised?

Recommendation: Yes. K W Resort should be authorized to collect a water main extension charge or receive donated lines from future connections. However, the Utility should no longer be authorized to collect a plant capacity charge consistent with the guidelines set forth in Rule 25-30.580, F.A.C. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice. (Thompson)

Staff Analysis: Although K W Resort did not request a change in its service availability policy or charges, staff reviewed the Utility's approved policy and charges, as well its current contribution level and the impact of the pro forma plant on that contribution level. The Utility's service availability policy and charges, which were approved in Docket No. 980341-SU, provide that new connections pay for the cost of the collection system need to serve the customer as well as a plant capacity charge of $2,700 per ERC.

Based on staff's recommended rate base as of December 31, 2014, the Utility's contribution level, net CIAC / net plant ($6,634,936 / $5,648,278), was in excess of 100 percent. The Utility has total CIAC of $9,649,877 and total plant in service and land of $11,483,464; however, because the plant is significantly depreciated, the net CIAC balance exceeds the net plant balance. With the addition of the recommended pro forma plant items, the resulting contribution level is 74 percent, with no additional CIAC from future customers.

Pursuant to Rule 25-30.580, F.A.C., the Utility's contribution level should not exceed 75 percent at designed capacity. Further, the rule also provides that, at a minimum, customers should pay for the cost of the lines. While the Utility will have additional capacity as a result of the planned plant expansion, staff believes that, given the high contribution level, the Utility should no longer be authorized to collect a plant capacity charge. However, the Utility should be allowed to recover from future connections the cost of the lines needed to serve those customers.

Customers connecting after the effective date of the revised tariff should not be required to pay a plant capacity charge. Any customer that has prepaid the plant capacity charge but not connected to the wastewater system as of the effective date of the revised tariff should be refunded the prepaid plant capacity charge.

Therefore, staff recommends that K W Resort should be authorized to collect a water main extension charge or receive donated lines from future connections. However, the Utility should no longer be authorized to collect a plant capacity charge consistent with the guidelines set forth in Rule 25-30.580, F.A.C. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

Issue 24: What is the appropriate amount by which rates should be reduced four years after the established effective date to reflect the removal of the amortized rate case expense as required by Section 367.0816, Florida Statutes?

Recommendation: The wastewater rates should be reduced as shown on Schedule No. 4, to remove rate case expense grossed up for regulatory assessment fees and amortized over a four-year period. The decrease in rates should become effective immediately following the expiration of the four-year rate case expense recovery period, pursuant to Section 367.0816, F.S. K W Resort should be required to file revised tariffs and a proposed customer notice setting forth the lower rates and the reason for the reduction no later than one month prior to the actual date of the required rate reduction. If the Utility files this reduction in conjunction with a price index or pass-through rate adjustment, separate data should be filed for the price index and/or pass-through increase or decrease and the reduction in the rates due to the amortized rate case expense. (Thompson, Frank)

Staff Analysis: Section 367.0816, F.S., requires that the rates be reduced immediately following the expiration of the four-year amortization period by the amount of the rate case expense previously included in rates. The reduction will reflect the removal of $43,761 of revenue associated with the amortization of rate case expense, the associated return on deferred rate case expense included in working capital, and the gross up for RAFs. Using K W Resort's current revenues, expenses, capital structure and customer base, the reduction in revenues will result in the rate decreases as shown on Schedule No. 4.

The Utility should be required to file revised tariff sheets no later than one month prior to the actual date of the required rate reduction. K W Resort should also be required to file a proposed customer notice setting forth the lower rates and the reason for the reduction. If the Utility files this reduction in conjunction with a price index or pass-through rate adjustment, separate data should be filed for the price index and/or pass-through increase or decrease, and the reduction in the rates due to the amortized rate case expense.

Issue 25: Should the Utility be required to notify, within 90 days of an effective order finalizing this docket, that it has adjusted its books for all the applicable National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA) associated with the Commission approved adjustments?

Recommendation: Yes. The Utility should be required to notify the Commission, in writing, that it has adjusted its books in accordance with the Commission's decision. K W Resort should submit a letter within 90 days of the final order in this docket, confirming that the adjustments to all the applicable NARUC USOA accounts have been made to the Utility's books and records. In the event the Utility needs additional time to complete the adjustments, notice should be provided within seven days prior to deadline. Upon providing good cause, staff should be given administrative authority to grant an extension of up to 60 days. (Norris)

Staff Analysis: The Utility should be required to notify the Commission, in writing that it has adjusted its books in accordance with the Commission's decision. K W Resort should submit a letter within 90 days of the final order in this docket, confirming that the adjustments to all the applicable NARUC USOA accounts have been made to the Utility's books and records. In the event the Utility needs additional time to complete the adjustments, notice should be provided within seven days prior to deadline. Upon providing good cause, staff should be given administrative authority to grant an extension of up to 60 days.

Issue 26: Should this docket be closed?

Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the outstanding Phase I pro forma items have been completed, the revised tariff sheets and customer notice have been filed by the Utility and approved by staff, and the Utility has provided staff with proof that the adjustments for all the applicable NARUC USOA primary accounts have been made. Also, the docket should remain open to allow staff to verify that the Phase II pro forma items have been completed, and the Phase II rates properly implemented. Once these actions are complete, this docket should be closed administratively. (Barrera, Norris)

Staff Analysis: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the outstanding Phase I pro forma items have been completed, the revised tariff sheets and customer notice have been filed by the Utility and approved by staff, and the Utility has provided staff with proof that the adjustments for all the applicable NARUC USOA primary accounts have been made. Also, the docket should remain open to allow staff to verify that the Phase II pro forma items have been completed, and the Phase II rates properly implemented. Once these actions are complete, this docket should be closed administratively.

K W Resort Utilities Corp.
Schedule of Wastewater Rate Base
Test Year Ended 12/31/14

Schedule No. 1-A
Docket No. 150071-SU
Phase I

	Description	Test Year Per Utility	Utility Adjust-ments	Adjusted Test Year Per Utility	Staff Adjust-ments	Staff Adjusted Test Year
1	Plant in Service	$11,925,704	$3,574,468	$15,500,172	($4,391,708)	$11,108,464
2	Land and Land Rights	375,923	0	375,923	(923)	375,000
3	Non-used and Useful Components	0	0	0	0	0
4	Accumulated Depreciation	(5,828,761)	(200,666)	(6,029,427)	194,241	(5,835,186)
5	CIAC	(9,946,997)	0	(9,946,997)	297,120	(9,649,877)
6	Amortization of CIAC	3,096,094	0	3,096,094	(81,153)	3,014,941
7	Construction Work in Progress	0	0	0	303,099	303,099
8	Working Capital Allowance	0	1,367,232	1,367,232	(645,964)	721,268
9	**Rate Base**	($378,037)	$4,741,034	$4,362,997	($4,325,287)	$37,710

K W Resort Utilities Corp. Adjustments to Rate Base Test Year Ended 12/31/14		Schedule No. 1-B Docket No. 150071-SU Phase I
	Explanation	**Wastewater**
	Plant In Service	
1	Reflect agreed upon audit adjustments. (Issue 2)	($817,240)
2	Remove pro forma plant. (Issue 3)	(3,574,468)
	Total	($4,391,708)
	Land	
	Reflect agreed upon audit adjustments. (Issue 2)	($923)
	Accumulated Depreciation	
1	Reflect agreed upon audit adjustments. (Issue 2)	($2,040)
2	Remove pro forma plant accumulated depreciation. (Issue 3)	196,281
	Total	$194,241
	CIAC	
	Reflect agreed upon audit adjustments. (Issue 2)	$297,120
	Accumulated Amortization of CIAC	
	Reflect agreed upon audit adjustments. (Issue 2)	($81,153)
	CWIP	
	Reflect agreed upon audit adjustments. (Issue 2)	$303,099
	Working Capital	
1	Reflect agreed upon audit adjustments. (Issue 2)	$51,600
2	Reflect appropriate cash balance to include in working capital. (Issue 5)	(615,687)
3	Reflect appropriate deferred rate case expense. (Issue 5).	13,611
4	Reflect a year of amortization for legal fees. (Issue 5)	(95,487)
	Total	($645,964)

K W Resort Utilities Corp. **Schedule No. 2**
Capital Structure-13-Month Average **Docket No. 150071-SU**
Test Year Ended 12/31/14 **Phase I**

	Description	Total Capital	Specific Adjust-ments	Subtotal Adjusted Capital	Prorata Adjust-ments	Capital Reconciled to Rate Base	Ratio	Cost Rate	Weighted Cost
Per Utility									
1	Long-term Debt	$1,248,337	$0	$1,248,337	($75,868)	$1,172,469	26.87%	5.37%	1.44%
2	Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%
3	Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%
4	Common Equity	(276,537)	3,500,000	3,223,463	(195,907)	3,027,556	69.39%	9.36%	6.50%
5	Customer Deposits	162,972	0	162,972	0	162,972	3.74%	2.00%	0.07%
6	Deferred Income Taxes	0	0	0	0	0	0.00%	0.00%	0.00%
7	**Total Capital**	$1,134,772	$3,500,000	$4,634,772	($271,775)	$4,362,997	100.00%		8.01%
Per Staff									
8	Long-term Debt	$1,248,337	$0	$1,248,337	($1,214,982)	$33,355	88.45%	5.37%	4.75%
9	Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%
10	Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%
11	Common Equity	(276,537)	276,537	0	0	0	0.00%	11.16%	0.00%
12	Customer Deposits	162,972	0	162,972	(158,617)	4,355	11.55%	2.00%	0.23%
13	Deferred Income Taxes	0	0	0	0	0	0.00%	0.00%	0.00%
14	**Total Capital**	$1,134,772	$276,537	$1,411,309	($1,373,599)	$37,710	100.00%		4.98%

	LOW	HIGH
RETURN ON EQUITY	10.16%	12.16%
OVERALL RATE OF RETURN	4.98%	4.98%

K W Resort Utilities Corp.
Statement of Wastewater Operations
Test Year Ended 12/31/14

Schedule No. 3-A
Docket No. 150071-SU
Phase I

	Description	Test Year Per Utility	Utility Adjust-ments	Adjusted Test Year Per Utility	Staff Adjust-ments	Staff Adjusted Test Year	Revenue Increase	Revenue Requirement
1	**Operating Revenues:**	$1,479,307	$1,452,452	$2,931,759	($1,376,898)	$1,554,861	$683,185 43.94%	$2,238,046
	Operating Expenses							
2	Operation & Maintenance	$1,199,672	$840,042	$2,039,714	($93,310)	$1,946,404	$0	$1,946,404
3	Depreciation	95,996	200,666	296,662	(187,767)	108,895	0	108,895
4	Amortization	0	0	0	0	0	0	0
5	Taxes Other Than Income	132,607	113,300	245,907	(95,781)	150,126	30,743	180,869
6	Income Taxes	0	0	0	0	0	0	0
7	**Total Operating Expense**	1,428,275	1,154,008	2,582,283	(376,859)	2,205,424	30,743	2,236,168
8	**Operating Income**	$51,032	$298,444	$349,476	($1,000,039)	($650,563)	$652,442	$1,878
9	**Rate Base**	($378,037)		$4,362,997		$37,710		$37,710
10	**Rate of Return**	(13.50%)		8.01%		(1,725.19%)		4.98%

K W Resort Utilities Corp. Adjustment to Operating Income Test Year Ended 12/31/14		Schedule No. 3-B Docket No. 150071-SU Phase I
	Explanation	**Wastewater**
	Operating Revenues	
1	Remove requested final revenue increase.	($1,438,382)
2	To reflect the appropriate amount of test year revenues. (Issue 9)	61,484
	Total	($1,376,898)
	Operation and Maintenance Expense	
1	Reflect agreed upon audit adjustments. (Issue 2)	($17,085)
2	Reflect appropriate pro forma expense. (Issue 11)	(10,028)
3	Remove management fees. (Issue 12)	(60,000)
4	Reflect further adjustments to O&M expense (Issue 13)	(13,003)
5	Reflect appropriate rate case expense amortization. (Issue 14)	6,805
	Total	($93,310)
	Depreciation Expense - Net	
1	Reflect agreed upon audit adjustments. (Issue 2)	$8,514
2	Remove pro forma depreciation expense. (Issue 3)	(196,281)
	Total	($187,767)
	Taxes Other Than Income	
1	To remove RAFs on adjustments above.	($63,169)
2	Remove pro forma property taxes. (Issue 3)	(35,696)
3	Reflect appropriate pro forma payroll taxes. (Issue 11)	1,875
	Total	($95,781)

K W Resort Utilities Corp. Test Year Ended December 31, 2014 Monthly Wastewater Rates				Schedule No. 4 Docket No. 150071-SU Phase I
	Utility Current Rates	Utility Requested Rates	Staff Recommended Phase I Rates	4 Year Rate Reduction
Residential Service				
All Meter Sizes	$17.81	$35.09	$39.57	$0.80
Charge per 1,000 gallons - Residential 10,000 gallon cap	$3.87	$7.62	$4.23	$0.09
General Service				
Base Facility Charge by Meter Size				
5/8" x 3/4"	$17.81	$35.09	$39.57	$0.80
1"	$44.53	$87.72	$98.93	$2.00
1-1/2"	$89.05	$175.43	$197.85	$4.00
2"	$142.47	$280.67	$316.56	$6.40
3"	$284.95	$561.35	$633.12	$12.79
4"	$445.24	$877.12	$989.25	$19.99
6"	$890.49	$1,754.27	$1,978.50	$39.98
8"	$1,602.86	$3,157.63	$3,165.60	$63.97
8" Turbo	$2,048.10	$4,034.76	$3,561.30	$71.97
Charge per 1,000 gallons - General Service	$4.64	$9.14	$5.07	$0.10
Reuse Service				
Per 1,000 gallons	$0.68	$1.34	$0.93	$0.02
Private Lift Station Owners				
5/8" x 3/4"	$17.81	$35.09	$31.66	$0.64
1"	$44.53	$87.72	$79.14	$1.60
1-1/2"	N/A	N/A	$158.28	$3.20
2"	$142.47	$280.67	$253.25	$5.12
3"	N/A	N/A	$506.50	$10.24
4"	N/A	N/A	$791.40	$15.99
6"	N/A	N/A	$1,582.80	$31.99
8"	N/A	N/A	$2,532.48	$51.18
Charge per 1,000 gallons - General Service	$4.64	$9.14	$5.07	$0.10
Bulk Wastewater Rate				
Safe Harbor Marina	$917.11	$3,280.11	N/A	N/A
South Stock Island Marinas	$244.43	$481.53	N/A	N/A
Charge per 1,000 gallons - Bulk Wastewater	$4.64	$9.14	N/A	N/A
Swimming Pools				
Large	$105.75	$207.54	N/A	N/A
Small	$31.31	$61.68	N/A	N/A
Typical Residential 5/8" x 3/4" Meter Bill Comparison				
4,000 Gallons	$33.29	$65.57	$56.49	
6,000 Gallons	$41.03	$80.81	$64.95	
10,000 Gallons	$56.51	$111.29	$81.87	

K W Resort Utilities Corp. Schedule of Wastewater Rate Base Test Year Ended 12/31/14			Schedule No. 5-A Docket No. 150071-SU Phase II
Description	**Phase I Amounts**	**Staff Adjust-ments**	**Phase II Adjusted Test Year**
1 Plant in Service	$11,108,464	$3,481,973	$14,590,437
2 Land and Land Rights	375,000	0	375,000
3 Non-used and Useful Components	0	(1,244,082)	(1,244,082)
4 Accumulated Depreciation	(5,835,186)	(191,289)	(6,026,475)
5 CIAC	(9,649,877)	0	(9,649,877)
6 Amortization of CIAC	3,014,941	0	3,014,941
7 Construction Work in Progress	303,099	(303,099)	0
8 Working Capital Allowance	721,268	(95,487)	625,781
9 **Rate Base**	$37,710	$1,648,015	$1,685,725

K W Resort Utilities Corp. Adjustments to Rate Base Test Year Ended 12/31/14	Schedule No. 5-B Docket No. 150071-SU Phase II
Explanation	**Wastewater**
Plant In Service Reflect appropriate pro forma plant. (Issue 16)	$3,481,973
Non-used and Useful Reflect non-used and useful component. (Issue 16)	($1,244,082)
Accumulated Depreciation To reflect pro forma accumulated depreciation. (Issue 16)	($191,289)
CWIP Reflect plant project placed in service. (Issue 16)	($303,099)
Working Capital To reflect an additional year of amortization of legal fees. (Issue 16)	($95,487)

K W Resort Utilities Corp.
Capital Structure-13 Month Average
Test Year Ended 12/31/14

Schedule No. 6
Docket No. 150071-SU
Phase II

	Description	Total Capital	Specific Adjust-ments	Subtotal Adjusted Capital	Prorata Adjust-ments	Capital Reconciled to Rate Base	Ratio	Cost Rate	Weighted Cost
Per Utility									
1	Long-term Debt	$1,248,337	$0	$1,248,337	($75,868)	$1,172,469	26.87%	5.37%	1.44%
2	Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%
3	Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%
4	Common Equity	(276,537)	3,500,000	3,223,463	(195,907)	3,027,556	69.39%	9.36%	6.50%
5	Customer Deposits	162,972	0	162,972	0	162,972	3.74%	2.00%	0.07%
6	Deferred Income Taxes	0	0	0	0	0	0.00%	0.00%	0.00%
7	**Total Capital**	$1,134,772	$3,500,000	$4,634,772	($271,775)	$4,362,997	100.00%		8.01%
Per Staff									
8	Long-term Debt	$1,248,337	$0	$1,248,337	($823,249)	$425,088	25.22%	5.37%	1.35%
9	Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%
10	Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%
11	Common Equity	(276,537)	3,500,000	3,223,463	(2,125,798)	1,097,665	65.12%	9.36%	6.10%
12	Customer Deposits	162,972	0	162,972	0	162,972	9.67%	2.00%	0.19%
13	Deferred Income Taxes	0	0	0	0	0	0.00%	0.00%	0.00%
14	**Total Capital**	$1,134,772	$3,500,000	$4,634,772	($2,949,047)	$1,685,725	100.00%		7.64%

	LOW	HIGH
RETURN ON EQUITY	8.36%	10.36%
OVERALL RATE OF RETURN	6.99%	8.30%

K W Resort Utilities Corp.
Statement of Wastewater Operations
Test Year Ended 12/31/14

Schedule No. 7-A
Docket No. 150071-SU
Phase II

	Description	Phase I Amounts	Staff Adjust-ments	Staff Adjusted Test Year	Revenue Increase	Phase II Revenue Requirement
1	**Operating Revenues:**	$2,238,046	$0	$2,238,032	$247,858 11.07%	$2,485,904
	Operating Expenses					
2	Operation & Maintenance	$1,946,404	$0	$1,946,404	$0	$1,946,404
3	Depreciation	108,895	85,179	194,074	0	194,074
4	Amortization	0	0	0	0	0
5	Taxes Other Than Income	180,869	24,537	205,406	11,154	216,560
6	Income Taxes	0	0	0	0	0
7	**Total Operating Expense**	2,236,168	109,717	2,345,884	11,154	2,357,038
8	**Operating Income**	$1,878		($107,838)		$128,866
9	**Rate Base**	$37,710		$1,685,725		$1,685,725
10	**Rate of Return**	4.98%		(6.40%)		7.64%

K W Resort Utilities Corp. Adjustment to Operating Income Test Year Ended 12/31/14	Schedule No.7-B Docket No. 150071-SU Phase II
Explanation	**Wastewater**
Depreciation Expense - Net	
1 Remove net depreciation on non-U&U adjustment. (Issue 16)	($106,110)
2 Reflect depreciation expense on pro forma plant adjustment. (Issue 16)	$191,289
Total	$85,179
Taxes Other Than Income	
1 Reflect appropriate property taxes related to U&U adjustment. (Issue 16)	($7,338)
2 Reflect appropriate property taxes related to pro forma adjustments. (Issue 16)	$31,875
Total	$24,537

K W Resort Utilities Corp. Test Year Ended December 31, 2014 Monthly Wastewater Rates		Schedule No. 8 Docket No. 150071-SU Phase II
	Staff Recommended Phase I Rates	**Staff Recommended Phase II Rates**
Residential Service		
All Meter Sizes	$39.57	$44.20
Charge per 1,000 gallons - Residential 10,000 gallon cap	$4.23	$4.73
General Service		
Base Facility Charge by Meter Size		
5/8" x 3/4"	$39.57	$44.20
1"	$98.93	$110.50
1-1/2"	$197.85	$221.00
2"	$316.56	$353.60
3"	$633.12	$707.20
4"	$989.25	$1,105.00
6"	$1,978.50	$2,210.00
8"	$3,165.60	$3,536.00
8" Turbo	$3,561.30	$3,978.00
Charge per 1,000 gallons - General Service	$5.07	$5.66
Reuse Service		
Per 1,000 gallons	$0.93	$0.93
Private Lift Station Owners		
5/8" x 3/4"	$31.66	$35.36
1"	$79.14	$88.40
1-1/2"	$158.28	$141.44
2"	$253.25	$226.30
3"	$506.50	$452.61
4"	$791.40	$707.20
6"	$1,582.80	$1,414.40
8"	$2,532.48	$2,263.04
Charge per 1,000 gallons - General Service	$5.07	$5.66
Bulk Wastewater Rate		
Safe Harbor Marina	N/A	N/A
South Stock Island Marinas	N/A	N/A
Charge per 1,000 gallons - Bulk Wastewater	N/A	N/A
Swimming Pools		
Large	N/A	N/A
Small	N/A	N/A
Typical Residential 5/8" x 3/4" Meter Bill Comparison		
4,000 Gallons	$56.49	$63.12
6,000 Gallons	$64.95	$72.58
10,000 Gallons	$81.87	$91.50

Attachment 2

Florida Public Service Commission
Docket No. 150071-SU
Application for increase in wastewater rates
by K W Resort Utilities Corp.

Vote Sheet from March 1, 2016 Florida Public Service Commission
Agenda Conference

FLORIDA PUBLIC SERVICE COMMISSION

Item 5

VOTE SHEET

FILED MAR 01, 2016
DOCUMENT NO. 01094-16
FPSC - COMMISSION CLERK

March 1, 2016

Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

Issue 1: Is the quality of service provided by K W Resort satisfactory?
Recommendation: Yes. Staff recommends that the quality of K W Resort's product and the condition of the wastewater treatment facilities is satisfactory. It appears that the Utility has attempted to address customers' concerns. Therefore, staff recommends that the overall quality of service for the K W Resort wastewater system in Monroe County is satisfactory.

APPROVED

COMMISSIONERS ASSIGNED: All Commissioners

COMMISSIONERS' SIGNATURES

MAJORITY	DISSENTING

REMARKS/DISSENTING COMMENTS:

Vote Sheet
March 1, 2016 Item 5
Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

(Continued from previous page)

Issue 2: Should the audit adjustments to rate base to which the Utility and staff agree be made?
Recommendation: Yes. Based on the audit adjustments agreed to by the Utility and staff, the following adjustments should be made to rate base as set forth in the analysis portion of staff's memorandum dated February 18, 2016.

APPROVED

Issue 3: Should any adjustments be made to the Utility's pro forma plant?
Recommendation: Yes. Pro forma plant should be decreased by $3,574,468 in Phase I. Corresponding adjustments should be made to decrease accumulated depreciation by $196,281 and depreciation expense by $196,281. Additionally, pro forma property taxes should be decreased by $35,696.

APPROVED

Issue 4: What are the used and useful (U&U) percentages of the Utility's wastewater treatment plant and wastewater collection system?
Recommendation: For Phase I rates, K W Resort's wastewater treatment plant and collection system should be considered 100 percent U&U. For Phase II rates, K W Resort's wastewater treatment plant should be considered 72 percent U&U and the wastewater collection system should be considered 100 percent U&U. No adjustments should be made for excessive infiltration and inflow (I&I).

APPROVED Consistent with vote on Issues 3 and 16.

Issue 5: What is the appropriate working capital allowance?
Recommendation: The appropriate working capital allowance for Phase I is $721,268. As such, the working capital allowance for Phase I should be decreased by $645,964.

APPROVED with addition of language provided at Commission Conference this date, from Monroe County (See attached).

(Continued from previous page)

Issue 6: What is the appropriate rate base for the test year period ended December 31, 2014?
Recommendation: Consistent with staff's other recommended adjustments, the appropriate rate base for the test year ended December 31, 2014, is $37,710 for Phase I.

APPROVED

Issue 7: What is the appropriate return on equity?
Recommendation: Based on the Commission leverage formula currently in effect, the appropriate allowed return on equity (ROE) is 11.16 percent with a range of plus or minus 100 basis points.

APPROVED

Issue 8: What is the appropriate weighted average cost of capital based on the proper components, amounts, and cost rates associated with the capital structure for the test year ended December 31, 2014?
Recommendation: The appropriate weighted average cost of capital for Phase I is 4.98 percent for the test year ended December 31, 2014.

APPROVED

Issue 9: What is the appropriate amount of test year revenues for K W Resort's wastewater system?
Recommendation: The appropriate test year revenues for K W Resort's wastewater system are $1,554,861.

APPROVED

Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

(Continued from previous page)

Issue 10: Should the audit adjustments to operating expense to which the Utility and staff agree be made?
Recommendation: Yes. Based on the audit adjustments agreed to by K W Resort and staff, the following adjustments should be made to operating expense as set forth in staff's analysis below.

APPROVED

Issue 11: Should any adjustments be made to the Utility's pro forma expenses?
Recommendation: Yes. Pro forma O&M expense should be decreased by $10,028. A corresponding adjustment should be made to increase pro forma payroll taxes by $1,875.

APPROVED

Issue 12: Should K W Resort's test year expenses be adjusted for management fees charged by Green Fairways?
Recommendation: Yes. Contractual services-management expense should be decreased by $60,000.

APPROVED

Issue 13: Should further adjustments be made to the Utility's O&M expense?
Recommendation: Yes. The O&M expense for the test year should be decreased by $13,003.

APPROVED

(Continued from previous page)

Issue 14: What is the appropriate amount of rate case expense?
Recommendation: The appropriate amount of rate case expense is $152,021. This expense should be recovered over four years for an annual expense of $38,005. Therefore, annual rate case expense should be increased by $6,805 from the respective levels of expense included in the MFRs.

APPROVED

Issue 15: What is the appropriate Phase I revenue requirement for the test year ended December 31, 2014?
Recommendation: Staff recommends the following revenue requirement be approved.

Test Year Revenue	$ Increase	Revenue Requirement	% Increase
$1,554,861	$683,185	$2,238,046	43.94%

APPROVED

(Continued from previous page)

Issue 16: Should the Commission approve a Phase II increase for pro forma items for K W Resort?
Recommendation: Yes. The Commission should approve a Phase II revenue requirement associated with pro forma items. The Utility's Phase II revenue requirement is $2,485,904, which equates to an 11.07 percent increase over the Phase I revenue requirement.

Implementation of the Phase II rates is conditioned upon K W Resort completing the pro forma items within 12 months of the issuance of the Final Order. The Utility should be allowed to implement the rates recommended on Schedule No. 8 of staff's memorandum dated February 18, 2016, once all pro forma items have been completed and the DEP has issued its approval for the expansion project to go into service. Once verified by staff, the rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. The rates should not be implemented until notice has been received by the customers. K W Resort should provide proof of the date notice was given within 10 days of the date of the notice. If the Utility encounters any unforeseen events that will impede the completion of the pro forma plant items, the Utility should immediately notify the Commission, in writing, in advance of the deadline, so as to allow the Commission ample time to consider an extension.

Further, staff recommends that the Utility be required to submit a copy of the final invoices and support documentation for the pro forma plant items within 60 days of the in-service date. In addition, the Utility should submit documentation of all CIAC that has been collected since the test year. If the actual costs are greater than the recommended Phase II amounts, the Utility should be afforded the opportunity to request an additional increase, in writing, which the Commission should consider. If the actual costs are less than the recommended amounts, staff will file a subsequent recommendation to address the appropriate action to be undertaken.

APPROVED as modified. Phase II plant in-service date rather than DEP approval date for rate implementation date.

Issue 17: What are the appropriate rate structures and rates for K W Resort's wastewater system?
Recommendation: The recommended rate structures and monthly wastewater rates are shown on Schedule No. 4 of staff's memorandum dated February 18, 2016. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates and discontinuance of reading customer meters. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice.

APPROVED as modified, to include Utility's new billing analysis as discussed at Commission Conference this date.

(Continued from previous page)

Issue 18: What is the appropriate rate for K W Resort's reuse service?
Recommendation: The appropriate rate for K W Resort's reuse service is $0.93 per 1,000 gallons. The Utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The Utility should provide proof of the date notice was given within 10 days of the date of the notice.

APPROVED

Issue 19: Should K W Resort's requested miscellaneous service charges be approved?
Recommendation: No. K W Resort's requested miscellaneous service charges should not be approved. However, staff recommends that the miscellaneous service charges shown in Table 19-4 of staff's memorandum dated February 18, 2016, are appropriate and should be approved if K W files a revised tariff. K W Resort should be required to file a proposed customer notice and tariff to reflect the Commission-approved charges. The approved charges should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). In addition, the approved charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

APPROVED

Issue 20: Should K W Resort be authorized to collect Non-Sufficient Funds (NSF) charges?
Recommendation: Yes. K W Resort should be authorized to collect NSF charges for both systems. Staff recommends that K W Resort revise its tariffs to reflect the NSF charges currently set forth in Section 68.065, F.S. The NSF charges should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), F.A.C. Furthermore, the charges should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date the notice was given within 10 days of the date of the notice.

APPROVED

(Continued from previous page)

Issue 21: Should K W Resort's request to implement a $9.50 late payment charge be approved?
Recommendation: No. K W Resort's request to implement a $9.50 late payment charge should not be approved. However, staff's recommended charge of $6.50 should be approved if the Utility files a revised tariff. The Utility should be required to file a proposed customer notice and tariff to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

APPROVED

Issue 22: Should K W be authorized to collect a Lift Station Cleaning charge?
Recommendation: Yes. K W Resort should be authorized to collect a monthly lift station cleaning charge for the Monroe County Detention Center (MCDC) of $1,462. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

APPROVED

Issue 23: Should the Utility's approved service availability policy and charges be revised?
Recommendation: Yes. K W Resort should be authorized to collect a water main extension charge or receive donated lines from future connections. However, the Utility should no longer be authorized to collect a plant capacity charge consistent with the guidelines set forth in Rule 25-30.580, F.A.C. K W Resort should be required to file a proposed customer notice to reflect the Commission-approved charge. The approved charge should be effective on or after the stamped approval date on the tariff sheet, pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charge should not be implemented until staff has approved the proposed customer notice. The Utility should provide proof of the date notice was given no less than 10 days after the date of the notice.

APPROVED

Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

(Continued from previous page)

Issue 24: What is the appropriate amount by which rates should be reduced four years after the established effective date to reflect the removal of the amortized rate case expense as required by Section 367.0816, Florida Statutes?
Recommendation: The wastewater rates should be reduced as shown on Schedule No. 4 of staff's memorandum dated February 18, 2016, to remove rate case expense grossed up for regulatory assessment fees and amortized over a four-year period. The decrease in rates should become effective immediately following the expiration of the four-year rate case expense recovery period, pursuant to Section 367.0816, F.S. K W Resort should be required to file revised tariffs and a proposed customer notice setting forth the lower rates and the reason for the reduction no later than one month prior to the actual date of the required rate reduction. If the Utility files this reduction in conjunction with a price index or pass-through rate adjustment, separate data should be filed for the price index and/or pass-through increase or decrease and the reduction in the rates due to the amortized rate case expense.

APPROVED

Issue 25: Should the Utility be required to notify, within 90 days of an effective order finalizing this docket, that it has adjusted its books for all the applicable National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA) associated with the Commission-approved adjustments?
Recommendation: Yes. The Utility should be required to notify the Commission, in writing, that it has adjusted its books in accordance with the Commission's decision. K W Resort should submit a letter within 90 days of the final order in this docket, confirming that the adjustments to all the applicable NARUC USOA accounts have been made to the Utility's books and records. In the event the Utility needs additional time to complete the adjustments, notice should be provided within seven days prior to deadline. Upon providing good cause, staff should be given administrative authority to grant an extension of up to 60 days.

APPROVED

Docket No. 150071-SU – Application for increase in wastewater rates in Monroe County by K W Resort Utilities Corp.

(Continued from previous page)

Issue 26: Should this docket be closed?
Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the outstanding Phase I pro forma items have been completed, the revised tariff sheets and customer notice have been filed by the Utility and approved by staff, and the Utility has provided staff with proof that the adjustments for all the applicable NARUC USOA primary accounts have been made. Also, the docket should remain open to allow staff to verify that the Phase II pro forma items have been completed, and the Phase II rates properly implemented. Once these actions are complete, this docket should be closed administratively.

APPROVED

KWRU Rate Application

1. Issue 5, p. 14 ("Appropriate working capital allowance"): The Staff Recommendation includes the following statement:

> "In its response to Audit Request No. 17, the Utility clarified that the agreement with Monroe County was to end after 1,500 equivalent residential units had been collected and paid to Monroe County. As such, the account was closed on March 15, 2015, once the quota was met."

This statement is not correct. Capacity reservation fees have *not* been collected from all 1,500 EDUs.

The Utility and the County have therefore agreed that the Utility will ask the PSC to receive the following corrected information:

> Issue 5: KWRU would like to clarify the following. In 2002, Monroe County and the Utility entered into an agreement whereby the County purchased 1500 equivalent dwelling units (EDUs) from the Utility in exchange for installing collection systems for a cost not to exceed $4.6 million dollars. In return, the Utility agreed to repay a portion of the funds by collecting capacity reservation fees and remitting the fees to the County. Not all of the 1500 EDUs have been collected and paid to Monroe County. Out of the 1500 EDUs, approximately 840 have been collected or are on tax rolls. The capacity reservation fees for the remaining EDUs (approximately 660) still need to be collected. The County's intention is to place all of these remaining EDUs on the tax roll in 2016. Not all of the 1500 EDUs have connected. KWRU will not receive any additional assessments from the remaining EDUs, but will receive revenue from the unconnected customers once connected for monthly service.

2. Issue 16, p. 39 ("Phase II increase"): The Staff Recommendation includes the following statement:

> "The Utility should be allowed to implement the rates recommended on Schedule No. 8 once all pro forma items have been completed

Parties/Staff Handout
Internal Affairs/Agenda
on 3/1/16
Item No. 5

Attachment 3

Florida Public Service Commission
Docket No. 150071-SU
Application for increase in wastewater rates
by K W Resort Utilities Corp.

Projected annual effect of approved KWRU rate increases on Monroe County

Today (2016)		KWRU original proposal		Phase 1			Phase2				
Acct #	Current	Proposed	Difference	Proposed	Difference v Today	% increase	Proposed	Difference v today	% increase v Today	Difference v Pase 1	% increase v Phase 1
M048	$228.02	$457.12	$229.10	$486.89	$258.87	113.5%	$547.90	$319.88	140.3%	$61.01	12.5%
M067	$996.49	$1,973.36	$976.87	$1,692.13	$695.64	69.8%	$1,889.74	$893.25	89.6%	$197.60	11.7%
M062	$106,501.12	$210,935.44	$104,434.32	$135,845.48	$29,344.36	27.6%	$149,614.73	$43,113.61	40.5%	$13,769.26	10.1%
M060	$3,089.11	$6,117.27	$3,028.16	$5,306.03	$2,216.92	71.8%	$5,925.92	$2,836.81	91.8%	$619.89	11.7%
M052	$1,968.78	$3,898.33	$1,929.55	$4,081.87	$2,113.09	107.3%	$4,559.31	$2,590.53	131.6%	$477.43	11.7%
M066	$80,612.53	$159,646.65	$79,034.12	$103,963.86	$23,351.33	29.0%	$116,089.44	$35,476.91	44.0%	$12,125.58	11.7%
M063	$7,999.04	$15,838.10	$10,500.72	$8,932.50	$933.46	11.7%	$8,932.50	$933.46	11.7%	$933.46	0.0%
total	$201,395.09	$398,866.27	$189,632.12	$260,308.76	$58,913.67	29.3%	$287,559.54	$86,164.45	42.8%	$28,184.23	10.5%

Typical Residential Rates

Today (2016)		KWRU original proposal		Phase 1			Phase 2				
		Proposed	Difference	Actual	Difference v Today	% v today	Actual	Difference v Today	% v Today	Difference v Phase 1	% v Phase 1
4,000gal/d residence	$36.37	$72.02	$35.65	$56.49	$20.12	55.32%	$63.12	$26.75	73.5%	$6.63	11.7%
6,000gal/d residence	$45.65	$90.40	$44.75	$64.95	$19.30	42.28%	$72.58	$26.93	59.0%	$7.63	11.7%
10,000gal/d residence	$64.21	$127.16	$62.95	$81.87	$17.66	27.50%	$91.50	$27.29	42.5%	$9.63	11.8%

Notes

Acct M063 includes reuse water gallonage charges plus a special charge for water reuse testing that isn't included in the tariffs of $455/month - it is billed on a reimbursement basis for required reuse water testing prorated across users of reuse water and assumes that this number remains the same. The testing cost is varaiable if the testing company raises the fee or if our % of overall water reuse changes.

M048 & M052 are the two Bernstein Park accounts

M067 is the Stock Island Fire Station

M062 is the SI Jail and in Phase I & II it includes the PSC proposed charge of $1,462/month for lift station cleaning

M060 is Bayshore Manor

M066 is the Sheriff's Admin Building

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No ____

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

AGENDA ITEM WORDING: Authorization to initiate litigation against Alexander Aguiar and Elizabeth Ginart and the property located at 239 Camelot Drive, Key Largo, Florida, to seek compliance with the County Codes and enforce a lien arising from code compliance case number CE05020427.

ITEM BACKGROUND:
This property was the subject of a Code Compliance case for failure to obtain required permits(s), approval(s) and inspection(s) for renovations of a mobile home. The fines total $385,300.00 as of March 7, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE05020427: The Special Magistrate found the property in violation and ordered a compliance date of August 18, 2005. The property owner did not gain compliance by the deadline ordered by the Special Magistrate and the fine(s) began to accrue on August 19, 2005. The County's lien was recorded on February 12, 2010 and perfected on December 10, 2015. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The property is homesteaded and there are no pending foreclosure actions at this time.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, and money judgment;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Authorization to initiate litigation against the property owner for injunction and money judgment.

TOTAL COST: approx $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty JT OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

MEMORANDUM

TO: Steve Williams, Assistant County Attorney
FROM: Kathleen Windsor, Sr. Code Compliance Research Analyst
DATE: January 5, 2016
SUBJECT: Recommendation to County Attorney's Office for further action.

SUMMARY:
As a result of code compliance case CE05020427, daily fines in the amount of $100.00 per day have accrued for approximately 3791 days for a total of $379,100.00 and continue to accrue. All attempts to gain voluntary compliance from the property owner have failed. The subject property, owned by Alexander Aguiar and Elizabeth Ginart, remains in violation of Monroe County Code.

CASE CE05020427 BACKGROUND:
The violations in this case are the result of a complaint received by the Code Compliance Department for interior renovations without the required permit(s), approval(s) and inspection(s). Subsequently a *"Notice of Violation"* was mailed via certified mail to the property owners on February 25, 2005. The return receipt was signed on March 4, 2005.

On May 3, 2005 a "*Notice of Hearing*" was mailed via certified mail to the property owners to appear at the Special Magistrate Hearing on June 30, 2005. The return receipt was signed on May 12, 2005.

The hearing was held on June 30, 2005 and the Code Compliance Special Magistrate found the property in violation as cited and imposed a compliance date of August 18, 2005. On July 18, 2005 a permit application for the after-the-fact renovations to the mobile home was denied by Monroe County due to engineering standards. On August 25, 2005 a review hearing was held and the Special Magistrate imposed a penalty of $100.00 per day until compliance is achieved.

On March 30, 2006 a review hearing was held and the Special Magistrate issued an "*Order Imposing Penalty/Lien*" imposing the accrued fines beginning on August 19, 2005 and continuing until compliance is achieved as a lien. On May 8, 2006, Andrew Tobin, representing the property owners, filed a *Notice of Appeal* of the "*Order Imposing Penalty/Lien*".

On November 30, 2006 the Building Official, Joe Paskalik, reaffirmed the County's position and declared the improvements to the mobile home substantial, resulting in the mobile home's need to be elevated above-base-flood, or to demolished.

On February 22, 2010 a letter was mailed to the property owner reminding them of the lien and giving then 14 days to achieve compliance before the County proceeded with further actions.

In 2015 a review of the case revealed that the Appeal action was closed by the Clerk's Office. Additionally an investigation by the Code Compliance staff revealed that the property was still in violation of the County Codes as cited.

Therefore a "*Notice of Motion to Authorize Collection Proceedings and Notice of Hearing*" was mailed certified mail to the property owners on September 29, 2015. The return receipt was signed on October 1, 2015. The hearing was held on November 19, 2015 and the Special Magistrate issued an "*Order Authorizing Foreclosure*".

Staff has received no communication or acknowledgement from Alexander Aguiar and Elizabeth Ginart, and staff has exhausted all other mechanisms available to persuade the property owner to achieve compliance.

As of January 5, 2016 the total amount of the lien is $379,644.73, ($379,100.00 fines and $544.73 costs), and the costs and fines will continue to accrue until compliance is achieved and the lien is paid.

STAFF RECOMMENDATIONS:
Proceed to Monroe County BOCC asking for approval to proceed with litigation to compel the property owners Alexander Aguiar and Elizabeth Ginart, to comply with various county ordinances and correct the code violations of Code Compliance Case CE05020427.

Attachments:

Page	
1	Case Detail
6	Stop Work Order - Photos, 2/25/2005
10	Notice of Violation
13	Notice of Hearing
16	Finding of Fact
19	Order Imposing Penalty
21	Order Imposing Lien - Recorded as lien 2/12/2010
23	Permit denial letter
24	Permit application detail
27	Notice of Appeal by Andrew Tobin
30	Letter from Building Official regarding substantial improvements
33	Letter to property owners - 2/22/2010
34	Appeal court detail
35	Photos - 7/19/13
40	Motion for collection hearing
42	Signed Return receipt
43	Order Authorizing Foreclosure
45	Photos - 10/1/2015
47	Fine Screen
48	Property Record Card

CODE ENFORCEMENT DETAIL

Case Number	CE05020427	Tenant	
Case Date	02-24-2005	Add Info	7004 1160 0002 8999 1481
Origination	1 - PHONE CALL	Status	L - LIEN CREATED
Operator	reedere	Officer	KW

PROPERTY ON CASE

RE	00480111011200	Owner	AGUIAR ALEXANDER & GINART ELIZ
Property Address	239 CAMELOT DR HAMMER POINT PA	Owner Address	239 CAMELOT DRIVE
City/State/Zip	KEY LARGO FL 33037	City/State/Zip	TAVERNIER FL 33070
		Phone	

CASE DESCRIPTION

REMODELING BRIGHT YELLOW TRAILER WITH DRY WALL AND
PLANKS FOR WALL SLIDING, WORK LATE EVENING AND ON
WEEKEND....NO PERMIT VISABLE (INTERIOR
REMODELING).
***
ORIGINAL INSPECTOR WAS JACK REED.
***
APPEAL OF THIS CASE BY ANDY TOBIN WAS CA-P-06-189
AND WAS CLOSED BY CLERK 2-20-2014.
***
SUMMARY: RENOVATIONS OF MOBILE HOME - TO
SUMMARIZE, ATF PERMIT FOR RENOVATIONS DENIED
(4-24-2006) BECAUSE THE IMPROVEMENTS ARE
SUBSTANTIAL (MORE THAN 50% OF VALUE OF MOBILE
HOME) AND NOW THE STRUCTURE NEEDS TO BE ELEVATED.
ANDY DID AN APPEAL WHICH IS NOW CLOSED. THERE HAS
BEEN NO STAY OF FINES.
CE11070177: WHILE CASE WAS ON APPEAL, THE FLORIDA
ROOM WAS RENOVATING AND MADE PART OF THE MOBILE
HOME BY REMOVING THE WALL, IN OTHER WORDS,
ADDITION IS NO LONGER 4TH WALL CONSTRUCTION. NO
NOV WAS SENT DUE TO FACT THAT WHOLE STRUCTURE HAS
ALREADY BEEN DEEMED TO EXCEED THE 50% AND NEEDS TO
BE ELEVATED.

VIOLATION CODE(S)

1: 9.5-111(1) -- BUILDING PERMIT REQUIRED

NOTES

2005-02-25 15:46:45	VISIT PROPERTY. WAS INVITED INSIDE BY
	WORKERS PRESENT. OBSERVED TOTAL
	INTERIOR REMODEL IN PROGRESS. DRYWALL,
	PLUMBING, ELECTRICAL, FRAMING, PAINTING.
	ISSUED CITATION TO UNLICENSED CONTRACTOR
	ISRAEL PEREZ. AID/ABET TO PROPERTY
	OWNER. POSTED SWO. NOV TO PROPERTY
	OWNER.
	AID/ABET CE05020479

	CONTRACTOR CE05020478
2005-04-06 09:43:16	NO PERMIT ACTIVITY ON THIS CASE. PREPARE
	FOR SM.
2005-06-29 15:26:58	TC TO MS. AGUIAR. LEFT MESSAGE. SHE HAD
	CALLED TO SAY SHE WOULD NOT BE ATTENDING
	SM MEETING ON 06/30/05.
2006-01-19 09:11:16	CHECK PERMIT STATUS. PERMIT WAS APPLIED
	FOR ON 6/27/2005 BUT HAS NEVER BEEN
	ISSUED. THIS CASE IS NOT IN COMPLIANCE.
2006-03-23 09:38:53	PERMIT STATUS CHECK FOR COMPLIANCE DATE.
	NO PERMITS ISSUED. NOT IN COMPLIANCE.
2010-12-28 11:20:00	*********
	PROPERTY OWNER HAS OUTSTANDING 500.00 CITATION FOR AID
	& ABET OF UNLICENSED CONTRACTOR FOR THIS WORK -
	CE05020479.
	*********

INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
01-20-2016	15:36:33	CASE HEARD BEFORE BOCC	SCHEDULED
12-10-2015	12:50:54	LIEN ORDER RECORDED MCCO	LIEN WAS CERTIFIED AND RERECORDED BK 2773 PG 322
12-02-2015	14:29:42	COMMENT CODE	ORIGINAL FILE MTH OF LIEN - FEB 2010.
12-02-2015	14:24:10	PERFECTED LIEN	MAILED MEMO TO CLERKS OFFICE TO RERECORD LIEN.
11-20-2015	14:28:19	ACTION BY LIAISON	LIAISON MAILED ORDER AUTHORIZING FORECLOSURE TO PO 1ST CLASS MAIL.
11-19-2015	14:27:40	SM OR CEB ORDER	SM GRANTED ORDER AUTHORIZING FORECLOSURE.
11-19-2015	14:23:29	REINSPECTION FOR HEARING	KAT READ BRIEF INTO RECORD. NO ONE PRESENT FOR PO. SM GRANTED MOTION TO PROCEED W/ COLLECTIONS.
11-19-2015	12:40:16	SET FOR HEARING	
10-05-2015	14:27:30	SENT TO LIAISON	ORIGINAL FILE TO LIAISON.CMARTIN
10-01-2015	14:25:51	GOOD SERVICE ON CERT MAIL ITEM	RECEIVED GOOD SERVICE ON CERTIFIED MAIL FOR NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING FOR 11/19/2015 HRG. CERT#: 7014 3490 0001 3900 0041 PO: AGUIAR ALEXANDER & GINART ELIZABETH R/S ADD: 239 CAMELOT DR TAVERNIER, FL 33070-2805 CMARTIN
09-29-2015	14:36:54	ACTION BY ADMIN	MAILED COPY OF NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING & NOTICE OF HEARING FOR 11/19/2015 HRG CERT # 7014 3490 0001 3900 0041 TO: AGUIAR ALEXANDER & GINART ELIZABETH R/S ADD: 239 CAMELOT DR TAVERNIER, FL 33070-2805 MAILED CERTIFIED TODAY. CMARTIN
09-28-2015	14:58:15	MOTION BY COUNTY TO PROCEED	PREPARED MOTION FOR COLLECTIONS FOR NOV 19, 2015 SM.
09-28-2015	09:17:21	COMMENT CODE	PASSED TO CHERYL FOR CERT MAIL.
03-19-2015	15:27:20	REINSPECTION	NO MOVEMENT ON FORECLOSURE BY BANK. APPEAL LONG OVER.
12-18-2014	15:25:39	COMMENT CODE	EMAILED UPDATE TO LISA, STEVE AND PETER.
12-18-2014	15:25:03	COMMENT CODE	RESEARCH REVEALS PROPERTY OWNERS SIGNED A CONSENT TO FINAL JUDGMENT OF FORECLOSURE ON JULY 19, 2013 WITH BANK OF AMERICA, THE PROPERTY STILL REMAINS IN THEIR NAME, AND IS SET FOR PRETRIAL CONFERENCE ON JANUARY 8, 2015, TRIAL DATE JANUARY 27, 2015.

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			PUTTING ON MY CALENDAR TO LOOK AT IN ANOTHER 90 DAYS
12-18-2014	14:43:31	SENT FILE TO COUNTY ATTY	ORIGINAL CASE FILE FILED IN LIENS FEB 2010
07-18-2013	14:31:11	COMMENT CODE	RESEARCH BY COUNTY ATTORNEYS OFFICE REVEALS THAT THE FORECLOSURE ACTION BY BANK OF AMERICA HAS A SALE DATE SCHEDULED FOR NOVEMBER 20TH, APPEAL ACTION BY PROPERTY OWNER HAS BEEN ON HOLD DUE TO FORECLOSURE ACTION. CALENDAR DEC 20, TO CHECK TITLE. NEW OWNER WILL NEED TO BE CITED. PERMIT FOR ATF RENOVATION WAS DENIED BY THE BO BECAUSE IT WAS ALTERED OR MODIFIED BY ENGINEERING STANDARS MORE STRINGENT THAN ORIGINALLY REQUIRED. BO LETTER IN FILE.
06-07-2013	14:52:11	COMMENT CODE	ATTNY'S OFFICE RECIEVED REQUEST, SOMEONE LOOKING FOR TOTAL OF FINES.
01-25-2011	11:20:06	COMMENT CODE	ADDED THIS CASE TO APPEALS LOG AND PASSED FILE TO NICOLE.
01-21-2011	10:55:06	COMMENT CODE	REVIEWED CASE W/ LISA. APPARENTLY TOBIN FILED AN APPEAL ON THIS CASE W/ THE INCORRECT CASE NUMBER OR IN AN ATTEMPT TO FILE A JOINT APPEAL OF BOTH CASES. THIS CASE IS IN FACT STILL BEING APPEALED, HANDLED BY BOB SHILLINGER - 06-CA-189-P. COPIED PERTINENT INFO FROM PERMIT AND RETURNED THE PERMIT APPLICATION TO JOE P.
12-28-2010	15:07:14	COMMENT CODE	REVIEWED THE PLANS FROM PERMIT 05303404 WITH PLANS FROM C3935. IN ADDITION TO EXCEEDING THE 50% THE REAR FLORIDA ROOM IS NOW PART OF THE STRUCTURE, EXPANDED THE SIZE AND REMOVED 4TH WALL CONSTRUCTION.
03-10-2010	17:03:30	COMMENT CODE	LISA SPOKE W/ PO, MRS GINART. HERSELF AND/OR ANDY TOBIN WILL BE CALLING FOR MEETING.
02-24-2010	11:02:20	COMMENT CODE	LISA RECEIVED MESSAGE FROM PO. KAT REVIEWED CASE W/ JOE P. HE HAD EMAIL FROM ANDY TOBIN SEPT. 2009 REGARDING MH BUILDING CODE(S). NO COORESPONDENCE SINCE THEN. NO ATF PERMITS CAN BE ISSUED UNITL STRUCTURE IS ELEVATED. FINES RUNNING 100.00 PER DAY.
02-22-2010	10:56:50	LETTER NON-PAYMENT/COMPLIANCE	DEMAND LTRS SENT TO PO AND ATTORNEY ON LIS PENDENS.
02-16-2010	13:54:36	COMMENT CODE	PREPARED DEMAND LTR, PASSED TO LISA
02-16-2010	13:52:46	COMMENT CODE	UPDATED CASE W/ PO'S MAILED ADDRESS AS PER PRC.
02-16-2010	13:50:54	COMMENT CODE	LIS PENDENS NAMED MC BECAUSE LIEN FOR CE06020322 APPEARED TO BE OPEN, PO NEVER FILED RELEASE OF LIEN. COUNTY FILED RELEASE OF THAT LIEN 2-12-2010, DOC 1777502 BK 2452 PG 1970
02-12-2010	13:50:04	LIEN ORDER RECORDED MCCO	LIEN FOR THIS CASE FILED MCCO 2-12-2010 DOC 1777503, PAGES 1971-1972
02-11-2010	10:05:43	ORDER SENT TO MCCO FOR REC	ORDER IMPOSING PENALTY/LIEN ORDER ISSUED ON 03/30/06 SENT TO CLERKS OFFICE TO BE RECORDED BY LIAISON. ORIG FILE RETURNED BACK TO K. WINDSOR.
02-11-2010	08:16:04	COMMENT CODE	REVIEWED CASE W/ LISA. PASSED SATISFACTION OF LIEN CE06020322 AND LIEN ORDER FOR THIS CASE TO NICOLE TO FILE IN MCCO
02-10-2010	12:08:13	SENT FILE TO COUNTY ATTY	RESEARCH REVEALS THAT THE COMMENT IN THIS CASE DATED 9-7-2007 WAS PUT IN THIS CASE IN ERROR.

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			***** THE APPEAL FILED IN MCCO IS NOT THIS CASE. IT WAS CE06020322 - AND THAT CASE IS NOW CLOSED. THIS CASE HAS NOT BEEN APPEALED TO CIRCUIT COURT AND FINES ARE RUNNING. **** FINES TO DATE = 164,200.00 FINES 100.00 PER DAY RUNNING.
09-07-2007	08:50:50	COMMENT CODE	CASE HAS BEEN STAYED BY COUNTY ATTORNEY WHILE RESPONDENT'S COUNSEL ARGUES FLOOD PLAIN ORDINANCE WITH REGARD TO ELEVATION LIEN IS READY FOR RECORDING. PLACING FILE IN OCTOBER TO REVIEW.
12-15-2006	08:40:18	SENT TO LIAISON	ISRAEL PEREZ HAS PAID HIS FINE ON CITATION $100.00 PAID. THIS IS NOT TO BE CONFUSED WITH THE FINES RUNNING ON THIS CASE.
11-30-2006	10:44:31	COMMENT CODE	PERMIT 053-3404 FOR ATF IMPROVEMENTS TO MOBILE HOME WAS DECLINED BY FLOOD FOR 9.5-317(B)(4)G: A MANUFACTURED HOME MAY BE ALTERED OR MODIFIED BY ENGINEERING STANDARDS MORE STRINGENT THAN ORIGINALLY REQUIRED IF THE MANUFACTURED HOME IS ELEVATED TO OR ABOVE THE REQUIRED BASE FLOOD ELEVATION. LETTER SENT TO PO BY DIANE BAIR
11-30-2006	09:55:15	REFERRAL TO BUILDING OFFICIAL	LTR FROM JOE PASKALIK TO ANDY TOBIN, WORK DONE ON MOBILE HOME CONSTITUES A SUBSTANTIAL IMPROVEMENT, NEEDS TO BE ELEVATED AND FURTHER ENGINEERING REQUIRED TO MEET FBC. ALSO STATES THAT DECISION WAS NOT APPEALED.
11-27-2006	09:53:22	COMMENT CODE	LTR FROM TOBIN TO JOE PASKALIK REGARDING ENGINEER'S LETTER AND ASKING IF ATF PERMIT IS REQUIRED.
08-22-2006	09:50:57	COMMENT CODE	LTR TO JOE PASKALIK FROM ENGINEER WHO CONDUCTED INSPECTION - HE OBSERVED RECENT INTERIOR REMODELING, REPLACEMENT OF SEVERAL INTERIOR WALLS, SHEETROCK AND HARDWOOD FLOORS.
04-24-2006	10:17:13	COMMENT CODE	PERMIT DENIED BY FLOOD UNLESS MH IS SHOWN TO BE ABOVE FLOOD, ETC.
03-30-2006	14:37:15	LIEN ORDER RECORDED MCCO	SM IMPOSED LIEN AS OF 8-19-2006 100.00 PER DAY RUNNING.
08-30-2005	13:21:08	COMMENT CODE	ADDED FINE ON 9.5-111(1) START DATE: 08/19/05 FINE AMT: 100.00
08-25-2005	09:49:42	SM OR CEB ORDER	SM IMPOSED FINES, 100.00 PER STARTING 8-19-2005
08-18-2005	16:12:22	REINSPECTION FOR HEARING	HAD TO REVISE APPLICATION PER D.BEHR ON 07-18-05.NO REVISIONS HAVE BEEN SUBMITTED.
07-18-2005	10:18:30	RETURNED TO FEMA COORDINATOR	LETTER TO PO FROM DIANNE "SOME IMPROVEMENTS NOT ALLOWED IN MOBILE HOME UNLESS ABF".
06-30-2005	16:11:38	XXXFINDING OF FACT	FOUND IN VIOLATION. $100 IMPOSED - COSTS COMPLIANCE 08/18/05 HEARING 08/25/05 RESERVED ON FINES
06-30-2005	16:11:22	COMMENT CODE	LIEN RECORDED 06/30/05 FOR 100.00 BOOK PAGE
06-27-2005	10:15:44	COMMENT CODE	PERMIT APPLICATION 053-3404 SUBMITTED FOR ATF INTERIOR RENOVATIONS.
04-08-2005	08:17:46	SENT TO LIAISON	REC'D IN OFFICE, SET FOR JUNE HEARING
04-06-2005	10:03:31	SENT TO DIRECTOR FOR REVIEW	SENT TO DIRECTOR FOR HEARING REVIEW
04-06-2005	10:03:00	COMMENT CODE	PREPARE FOR SM/SENT TO ADMIN
03-04-2005	14:37:20	XXXNOV CERTIFIED RETURNED	CERTIFIED RECPT RET'D - GOOD SERVICE 7004 1160 0002 8999 1481
02-24-2005	10:26:37	INITIAL INSPECTION TYPE	
02-24-2005	10:26:27	CREATE A CASE	VIOLATION RECORDED REEDERE
02-24-2005	09:17:54	NOTICE OF VIOLATION/HEARING	

4

NOTICE OF VIOLATION SENT TO PROPERTY OWNER

Your privacy is important to us, for more information see our privacy policy.

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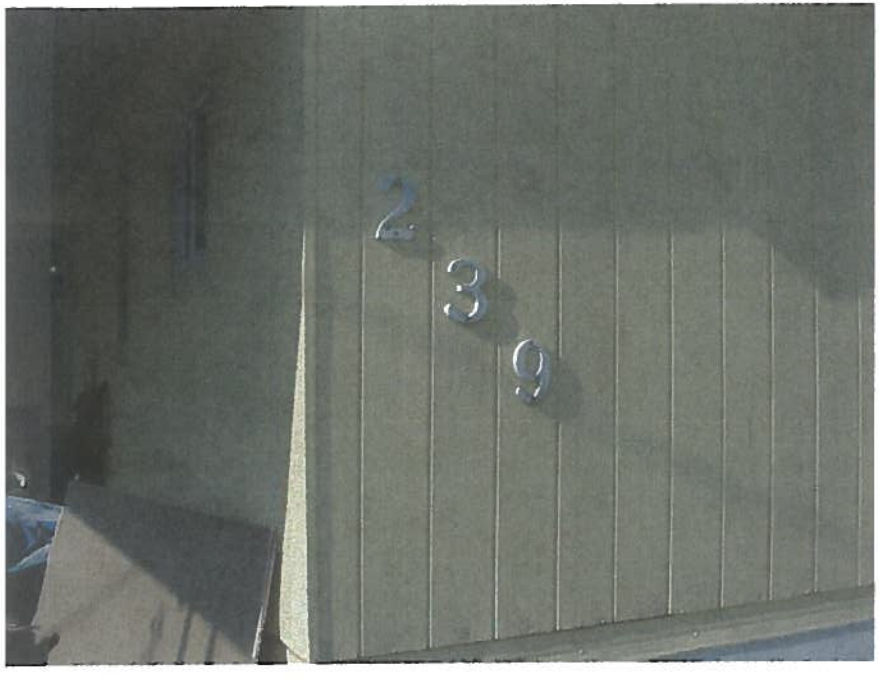
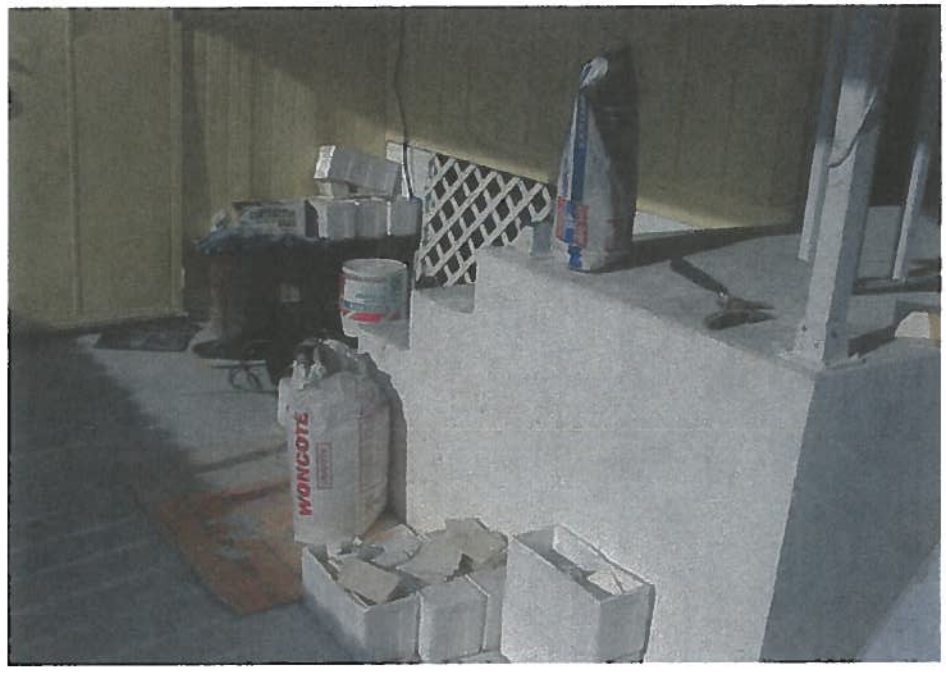
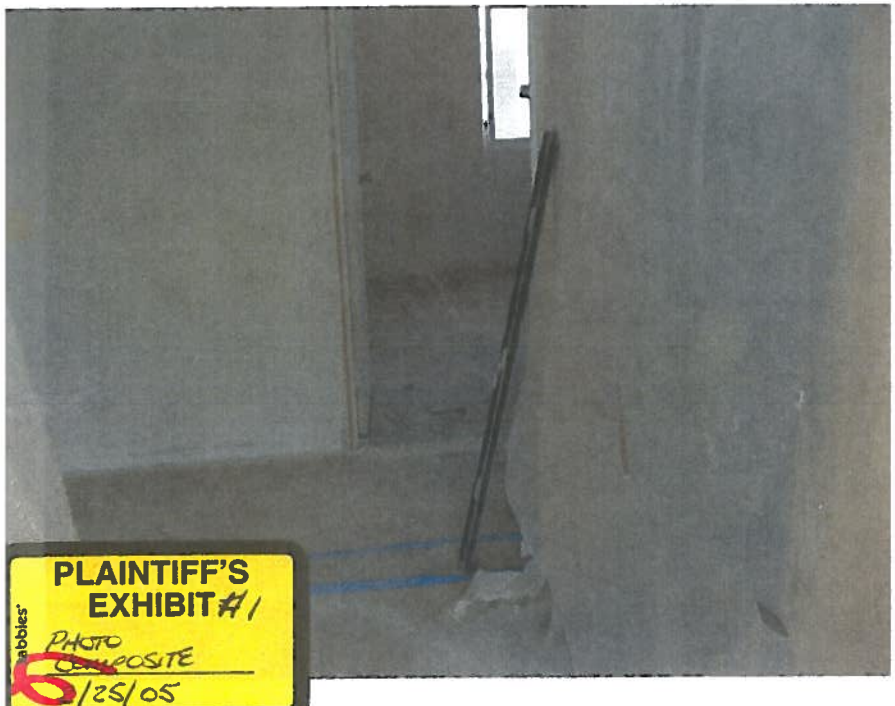


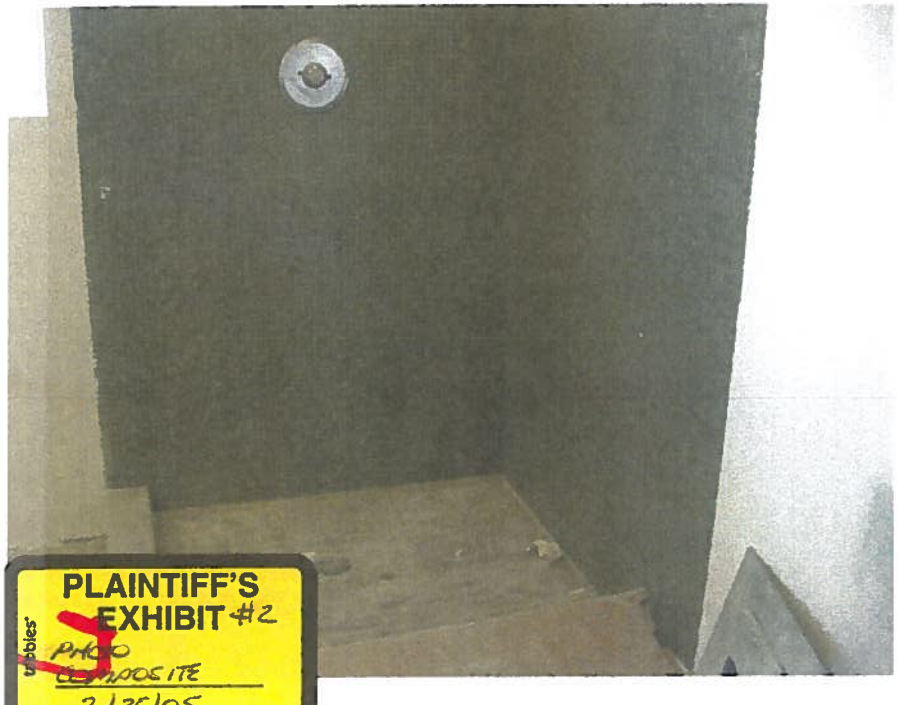


Case: CE05020427 239 Camelot Drive 02/25/2005 J.Reed



PLAINTIFF'S EXHIBIT #1
PHOTO COMPOSITE
2/25/05

Case: CE05020427 239 Camelot Drive 02/25/2005 J.Reed



PLAINTIFF'S EXHIBIT #2
PHOTO
2/25/05

Case: CE05020427 239 Camelot Drive 02/25/2005 J.Reed

PLAINTIFF'S EXHIBIT #3
COMPOSITE
2/25/05

Case: CE05020427 239 Camelot Drive 02/25/2005 J.Reed

PLAINTIFF'S EXHIBIT #4
Photo
2/25/05

MONROE COUNTY CODE EN .. MENT

NOTICE OF VIOLATION

TO: AGUIAR ALEXANDER & GINART
ELIZABETH R/S
16400 COLLINS AVENUE #2446
SUNNY ISLES, FL 33160

CASE NUMBER: CE05020427

RE NUMBER: 00480111011200
LEGAL DESCRIPTION: 239 CAMELOT DR HAMMER POINT PA
KEY LARGO, FL 33037

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an inspection of the above referenced property on 2/24/05 found violations of the following Monroe County Code, Section(s):

9.5-111(1)
A building permit is required for interior remodeling.

Corrective Action Required:
Contact the Monroe County Building and Planning Department and obtain an after the fact permit or remove as directed.

NOTE: Monroe County's web page, which includes all Monroe County Codes is located at: www.monroecounty-fl.gov, then choose Monroe County Code.

In order to correct the violation(s) noticed above, you are requested to take the corrective action within 10 DAYS OF RECEIPT OF THIS NOTICE.

This notice is intended to seek your cooperation in correcting the violation(s) described above without having to initiate proceedings before the Code Enforcement Special Magistrate or court system. The Code Enforcement Department will attempt to help you correct the violation(s). If you feel you need an extention of time to comply with the action requested above, please contact the Code Enforcement Department. Any extention, if granted, will not exceed ten (10) days.

The violation(s) listed herein do not necessarily constitute all the violations, which may exist with regards to this matter/property. Lack of enforcement proceedings at this time does not constitute a waiver of the right to future prosecution.

NOTE: If the violation(s) are corrected then recur, or if the violation(s) are not corrected by the time specified by the Code Enforcement Inspector, the case may be presented to J. Jefferson Overby, the Code Enforcement Special Magistrate,

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even if the vio[illegible]on has been corrected p[illegible] to the Special Magistrate hearing.

Your cooperation in this matter will be greatly appreciated.

Date: 02/25/05

JACK REED
Code Enforcement Inspector

I hereby certify that a copy hereof has been furnished to the above-named adressee(s) by Certified mail, Return Receipt Requested, No. 7004 1160 0002 8999 1481 .

Grace Reeder
Code Enforcement Department

Please contact the Code Enforcement Department upon correction of the violation so a re-inspection may be conducted.

Lower Keys: 1100 Simonton Street (Room 1-171),
Key West, FL 33040 - (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 - (305) 289-2810
Upper Keys: 88820 Overseas Highway
Tavernier, FL 33070 - (305) 852-7135

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MONROE COUNTY, FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

COMPLAINT #CE05020427 **CEB #**

RRR7004 1160 0002 8999 1481

ALEXANDER AGUIAR & ELIZABETH GINART R/S

7004 1160 0002 8999 1481

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

ALEXANDER AGUIAR &
ELIZABETH GINART R/S
16400 COLLINS AVENUE #2446
SUNNY ISLES, FL 33160
CE05020427 (JR)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALEXANDER AGUIAR &
ELIZABETH GINART R/S
16400 COLLINS AVENUE #2446
SUNNY ISLES, FL 33160
CE05020427 (JR)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7004 1160 0002 8999 1481

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MIAMI FL 331 MAR 1 2005

RECEIVED MAR 04 2005

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CODE ENFORCEMENT SPECIAL MAGISTRATE
J. JEFFERSON OVERBY
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner.

vs.

CASE NO. CE05020427

Alexander Aguiar & Elizabeth Ginert
Respondent(s).
_____/

NOTICE OF ADMINISTRATIVE HEARING

TAKE NOTICE that the Monroe County Code Enforcement Department has requested the Monroe County Special Magistrate to conduct an administrative hearing regarding the violations listed below which are alleged to have been or are being committed on the premises described as:

239 CAMELOT DR HAMMER POINT PA,KEY LARGO, FL 33037

RE: 00480111011200
MONROE COUNTY, FLORIDA

and which have been previously reported to you by Notice of Violation:
MONROE COUNTY CODE SECTIONS(S):

9.5-111(1)
A building permit is required prior to the following:
(1) Any Work Specified in Chapter 6.0;

The Special Magistrate of Monroe County, pursuant to Chapter 162 Florida Statutes and the Monroe County Code, has scheduled a Hearing to be held at THE MONROE COUNTY GOVERNMENT REGIONAL CENTER, 2798 OVERSEAS HIGHWAY, MARATHON, FLORIDA at 10:00 A.M. ON 06/30/2005.SIGN-IN IS AT 9:45 A.M.

The purpose of this hearing is to determine if in fact a violation or violations currently exist, the appropriate action to be taken, if any is required, and any fines or penalties to be imposed.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Special Magistrate,even if the violation has been corrected prior to the hearing.

YOU ARE REQUESTED TO APPEAR AT THIS HEARING to present evidence and/or testimony in your behalf. You may appear in person and/or be represented by an attorney. If you are represented by an attorney, your attorney MUST file a notice of appearance with this office prior to the hearing.

YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.

Please be advised that if you decide to appeal any decision made by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Should you seek a continuance of your case, said request must be in writing and must be received by this office no less than five (5)

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working days prior to the hearing date. Said request must exhibit just cause or it will be denied. A request for continuance DOES NOT guarantee a postponement of your hearing!!

If you are found in violation of Monroe County Code, administrative costs in the amount of $100.00 will be levied for administrative recovery for prosecution and investigation in addition to daily fines that may be imposed. Failure to pay these costs will result in a lien against the land on which the violation exists and upon any other real or personal property owned by the violator, and may result in possible foreclosure action.

You may call the Monroe County Code Enforcement Department at (305)289-2509 for further information regarding this hearing.

I HEREBY CERTIFY that a true and correct copy of above and foregoing notice of hearing has been furnished to the Respondent(s) by certified mail return receipt requested no. 7002 1000 0004 8084 3603 , on 05/03/05, to 16400 COLLINS AVE. #2446,SUNNY ISLES, FL 33160

CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

By Karen L Bass
Karen L. Bass,
Code Enforcement Liaison

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Karen Bass at 2798 Overseas Highway, Marathon, FL 33050,Phone (305)289-2509,within 2 working days of your receipt of this notice; If you are hearing or voice impaired, call 711.

7002 1000 0004 8084 3603

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alexander Aguiar & Elizabeth Ginert
16400 Collins Ave. #2446
Sunny Isles, FL 33160
SMCE05020427

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

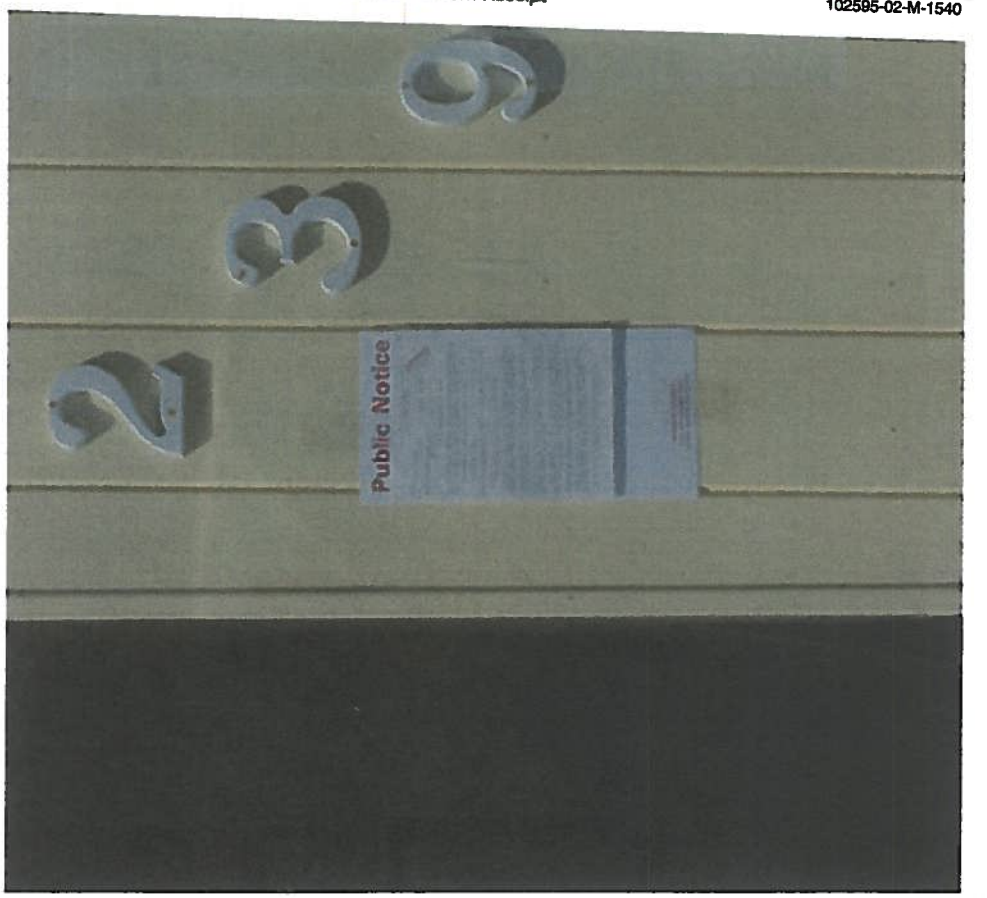
MIAMI FL 331 MAY 12

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 1000 0004 8084 3603

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



CE05020427 239 Camelot 06-13-05 Tom Kerr

15

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
J. JEFFERSON OVERBY
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,
Petitioner.

CASE NO. CE05020427

vs.

ALEXANDER AGUIAR and ELIZABETH GINART
Respondent(s).
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE having come before the Code Enforcement Special Magistrate for a public hearing on June 30th 2005, and the Special Magistrate, having reviewed the evidence, heard testimony under oath and argument of counsel (if any), and being otherwise fully apprised of the premises, makes the following findings of fact, conclusions of law and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the Respondent(s) is/are the owners of record of property located at **239 CAMELOT DR. HAMMER POINT, KEY LARGO, MONROE COUNTY, FLORIDA (RE#00480111-011200).**
2. That the Respondent(s) was/were duly noticed of this hearing; and
3. That the above-named property is in violation of the Monroe County Code as more particularly described in Exhibit "A", which is attached hereto and incorporated herein.

Therefore it is

ORDERED AND ADJUDGED that:

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A. Respondent(s) is/are in violation of the Monroe County Code(s) and is/are ordered to comply with the provisions of said codes by **August 18th 2005 .** A compliance / review hearing will be held on **August 25th 2005 .**

B. Upon complying, Respondent(s) shall notify the Code Inspector in this case who shall re-inspect the property and notify the Code Enforcement Department of compliance.

C. Noncompliance by the above date may result in the imposition of a fine, per day, for each day thereafter that Respondent(s) is/are in violation.

D. **Pursuant to Florida Statutes Section 162.07, a fine has been levied for the administrative recovery for prosecution and investigation in the amount of $100.00 (ONE HUNDRED DOLLARS).**

E. In the event of nonpayment of fines/liens imposed, a certified copy of an order imposing a fine may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator(s).

F. You have the right to appeal this order to the Circuit Court of Monroe County. If you wish to appeal, you must do so no later than thirty (30) days from the date of this Order. Failure to timely file a written Notice of Appeal will waive your right to appeal.

DONE AND ORDERED at the Marathon Government Regional Center, Marathon, Florida, this 15 day of July, 2005.

J. Jefferson Overby
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **J. JEFFERSON OVERBY,** personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2005.

Karen L. Bass
My Commission DD333077
Expires June 28, 2008

Notary Public

17

EXHIBIT "A"

VIOLATION(S):

COUNT 1. Pursuant to §Section 9.5-111(1) Monroe County Code – A building permit is required prior to the following: (1)Any work specified in chapter 6.0; A permit is required for interior remodeling.

CORRECTION(S):

COUNT 1. Contact the Monroe County Building Department and obtain permits as required or remove as directed.

CONTACT YOUR CODE INSPECTOR UPON COMPLIANCE

Upper Keys (305)852-7135
Middle Keys (305)289-2556
Lower Keys (305)292-4495

I HEREBY CERTIFY that a true and correct copy of the above has been furnished to the Respondent(s) by mail at 16400 Collins Avenue, #2446, Sunny Isles, FL 33160, this 7th day of July, 2005.

Code Enforcement Liaison
Karen L. Bass

Please make check or money order payable to Monroe County Code Enforcement and mail to 2798 Overseas Highway, Suite 330, Marathon, FL 33050.

18

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner,

vs.

CASE NO. CE05020427

ALEXANDER AGUIAR and ELIZABETH GINART
Respondent(s).
_____/

ORDER IMPOSING PENALTY

THIS CAUSE having come on for public hearing before the Special Magistrate on **June 30th 2005**, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued his Order finding the Respondent(s) in violation of Monroe County Code Section(s): **§9.5-111(1)** an after the fact permit is required for interior remodel.

Said Order, and subsequent orders, required the Respondent(s) to correct the violation(s) by **August 18th 2005**, and further, that failure to correct the violation(s) by the compliance date may result in a fine, per day, being imposed for each day thereafter that there is noncompliance. At the meeting of the Special Magistrate held on **August 25th 2005,** Inspector Kerr testified that the violation(s) had not yet been corrected.

ACCORDINGLY, the Special Magistrate finding that the violation(s) had not been corrected, as previously ordered, it is hereby:

ORDERED that the Respondent(s) pay to Monroe County, Florida, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS),** per day, beginning **August 19th 2005**, and for each and every day thereafter that the violation(s) exist(s) and/or continue(s) to exist. Pursuant to Florida Statutes Section 162.07, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS)** is hereby levied for the administrative recovery for prosecution and investigation.

THE VIOLATION(S) EXIST(S) ON THE FOLLOWING DESCRIBED PROPERTY: 239 CAMELOT DRIVE, HAMMER POINT, KEY LARGO, MONROE COUNTY, FLORIDA (RE:00480111-011200)

Pursuant to Section 162.09, Florida Statutes, and may be recorded with the Clerk of the Courts for Monroe County, Florida.

That upon complying, the Respondent(s) shall notify the Code Inspector in this case, who shall reinspect the property and notify the Special Magistrate of compliance.

DONE AND ORDERED this 29th day of August, 2005, at the Monroe County Government Regional Center, Marathon, Florida.

BY _____

J. Jefferson Overby, Esquire
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, on officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared J. Jefferson Overby, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, 2005.

_____
Notary Public

Karen L. Bass
My Commission DD333077
Expires June 28, 2008

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien has been furnished by U.S. Mail, to the Respondent(s) at 16400 Collins Ave. #2446, Sunny Isles , FL 33160, this 30th day of August, 2005.

_____
Karen L. Bass,
Code Enforcement Liaison

Doc# 1777503 02/12/2010 8:51AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner,

vs. **CASE NO. CE05020427**

ALEXANDER AGUIAR and
ELIZABETH GINART
Respondent(s).
_____/

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE having come on for public hearing before the Special Magistrate on **2005**, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued his Order finding the Respondent(s) in violation of Monroe County Code Section(s): **§9.5-111(1).**

Said Order, and subsequent orders, required the Respondent(s) to correct the violation(s) by **August 18th 2005**, and further, that failure to correct the violation(s) by the compliance date may result in a fine per day, being imposed for each day thereafter that there is noncompliance. At the meeting of the Special Magistrate held on **March 30th 2006,** Inspector Reed testified that the following violation(s) had not yet been corrected: **§9.5-111(1).**

ACCORDINGLY, the Special Magistrate finding that the violation(s) had not been corrected, as previously ordered, it is hereby:

ORDERED that the Respondent(s) pay to Monroe County, Florida, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS),** per day, beginning **August 19th 2005**, and for each and every day thereafter that the violation(s) exist(s) and/or continue(s) to exist.

Pursuant to Florida Statutes Section 162.07, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS)** is hereby levied for the administrative recovery for prosecution and investigation.

THIS ORDER SHALL CONSTITUTE A LIEN AGAINST THE LAND ON WHICH THE VIOLATION(S) EXIST(S) AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR(S).

Doc# 1777503
Bk# 2452 Pg# 1971

Doc# 1777503
Bk# 2452 Pg# 1972

THE VIOLATION(S) EXIST(S) ON THE FOLLOWING DESCRIBED PROPERTY: LT 112, HAMMER POINT PARK, a/k/a 239 CAMELOT DR., KEY LARGO, MONROE COUNTY, FLORIDA (RE:00480111-011200);

Pursuant to Section 162.09, Florida Statutes, and may be recorded with the Clerk of the Courts for Monroe County, Florida.

That upon complying, the Respondent(s) shall notify the Code Inspector in this case, who shall reinspect the property and notify the Special Magistrate of compliance.

DONE AND ORDERED this 11th day of **April, 2006**, at the Monroe County Government Regional Center, Marathon, Florida.

BY _____
J. Jefferson Overby, Esquire
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, on officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared J. Jefferson Overby, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of **April, 2006**.

_____
Notary Public

Karen L. Bass
My Commission DD333077
Expires June 28, 2008

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien has been furnished to the Respondent(s) attorney, Nicholas Mulick via fax at (305)852-8880, this 11th day of **April, 2006**.

_____
Karen L. Bass,
Code Enforcement Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe

Growth Management Division
2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Charles "Sonny" McCoy, Dist. 3
Mayor Pro Tem Dixie Spehar, Dist. 1
Comm. George Neugent, Dist. 2
Comm. Murray Nelson, Dist. 5
Comm. Nora Williams, Dist. 4

July 18, 2005

Mr. Alexander Aguiar
16400 Collins Ave.
Sunny Isles, FL 33160

RE: ATF application 053-3404

Dear Mr. Aguir:

I have been forwarded your "after-the-fact" application for a "drywall repair, new plumbing, new cabinets and flooring" of your mobile home. I am sorry to inform you that I am not able to approve some of the improvements you are requesting. The wood flooring and sheetrock walls may not be approved unless you can demonstrate that your mobile home is above the required base flood elevation. Florida Statues 320.8232 states that "material and design must be equivalent to the original construction. These units normally come with paneling and carpet or vinyl. Section 9.5-317(b)(4)g. of the Monroe County Code states: "A manufactured home may be altered or modified by engineering standards more stringent than originally required if the manufactured home is elevated to or above the base flood elevation". You must revise your application to reflect demolition of the drywall and wood flooring and return to original type light weight paneling and flooring such as original installation from factory. If you have an elevation certificate showing that the top of the finished floor of your mobile home is at or above 9.0 mean sea level, this application may proceed through the permitting process if you obtain "as built" and "to complete" engineered sealed plans.

If you have any questions, please do not hesitate to contact me at (305) 289-2518.

Sincerely,

Dianne Bair
Special Projects Administrator

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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	05303404	RE	00480111011200
Permit Type	43	Balance Due	$1,678.00
Property Address	239 CAMELOT DR	Status	Reject

Permit | Plan Reviews | Inspections | Fees | Contractors | All

ALL

PERMIT

PERMIT INFORMATION

Application Date	06-27-2005	Operator	wrights
Issued Date		Operator	
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	RES
Applied Value	11100	Units	0
Calculated Value	0	Contractor ID	OWNER

PROPERTY ON PERMIT

RE	00480111011200
Unit	
Address	239 CAMELOT DR
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	AGUIAR ALEXANDER & GINART ELIZ
Address	16400 COLLINS AVE #2446
City/State/Zip	SUNNY ISLES, FL 33160
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

239 CAMELOT DR-HAMMER PT
INTERIOR RENOVATIONS
NOTICE OF COMMENCEMENT REQUIRED
****

PLAN REVIEWS

Details

Revision Stop	Number	Status	Status Date	Reviewer	Notes
XXXASST/BUILDING OFFICIAL	1	L	07-11-2005	DUGANK	0

24

XXXCOORDINATOR	2	F	04-24-2006	BRANDLEM	12
XXXCOORDINATOR	1	L	04-12-2006	BRANDLEM	0
ELECTRICAL	1	P	06-29-2005	REYESA	0
BUILDING STRUCTURAL/ROOF	2				0
BUILDING STRUCTURAL/ROOF	1	F	07-11-2005	BUZZELLS	0
	1	F	07-18-2005	BAIRD	1
FLOOD PLAIN MANAGEMENT	1	L	06-23-2009	BAIRD	2
MARATHON BUILDING DEPT	1				0
BUILDING OFFICIAL	1				2
XXXPLANTATION KEY BUILDING	1	L	06-27-2005	WRIGHTS	0
FILES LOGED TO PENDING	2	L	06-23-2009	DUGANK	1
FILES LOGED TO PENDING	1	L	04-24-2006	PEREZM	0
PLUMBING	1	P	06-27-2005	BECKR	0
STOCK ISLAND BUILDING DEPT	1				0
XXXUPPER KEYS PENDING	2	L	08-07-2009	DUGANK	0
XXXUPPER KEYS PENDING	1			DUGANK	1

FEES

FEE ID	UNITS	QUANTITY	FEE AMOUNT	PAID TO DATE
B- 0 EDUC	FLAT RATE	1.00	2.00	0.00
B- 1G APPL	FLAT RATE	1.00	250.00	250.00
B- 3 BLDG	SQ FT	100.00	25.00	0.00
E- 0 EDUC	FLAT RATE	1.00	2.00	0.00
E- ATF-MIN	FLAT RATE	1.00	500.00	0.00
E-16 POOL	ACTUAL	1.00	75.00	0.00
E-20 MISC	DOLLARS	11000.00	220.00	0.00
P- 0 EDUC	FLAT RATE	2.00	4.00	0.00
P- 1 MIN	DOLLARS	1.00	50.00	0.00
P- ATF-MIN	FLAT RATE	8000.00	800.00	0.00

TOTAL FEES:	$1,928.00
TOTAL PAID TO DATE:	$250.00
PENDING PAYMENT:	$0.00
BALANCE:	$1,678.00

CONTRACTORS

GENERAL CONTRACTOR

Owner / Contractor	AGUIAR ALEXANDER & GINART ELIZ
Address	16400 COLLINS AVE #2446
City/State/Zip	SUNNY ISLES, FL 33160

INSPECTIONS

TYPE	NUM	INSPECTOR	SCHED DATE	INSP DATE	INSP TIME	RES	CONFIRM	NOTES
REFER TO PERMIT CARD-REQ INSP	1							0

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Monroe County eGovPLUS

PLAN REVIEW NOTES FOR PERMIT 05303404

Permit Number	05303404
Review Stop	COORD
Sequence Number	2

NOTES

Date	Text
2006-04-24 09:40:52.00000	DRYWALL, WOOD FLOORING DENIED BY FLOOD
	REVIEW UNLESS MOBILE HOME IS SHOWN TO BE
	ABOVE FLOOD REQUIREMENT & ENGINEER DOCU-
	MENTS THAT IS NOT DETRIMENT TO THE IN-
	TREGRITY OF MOBILE HOME. SPOKE TO OWNER
	AT COUNTER, HE WAS "MAKING APPLICATION
	TO ELEVATE MOBILE HOME" TO ABOVE FLOOD
	AS "ADVISED BY JOE". HE HAD NOT PROVID-
	ED ANY PLANS, ONLY APPLICATION. I EX-
	PLAINED THE ADDITIONAL PAPERWORK & PLANS
	THAT WOULD BE REQUIRED & HAVE NOT HEARD
	FROM HIM AGAIN.

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IN THE CIRCUIT COURT FOR THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

Case No. 06 CA 189-P

(L.T. CE-06020322)

ALEXANDER AGUIAR and
ELIZABETH GINART,
Appellant,

vs.

MONROE COUNTY, FLORIDA,
Appellee.

DocN 1580323 05/08/2006 3:41PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

DocN 1580323
Bk# 2207 Pg# 348

NOTICE OF APPEAL

Appellants ALEXANDER AGUIAR and ELIZABETH GINART appeal the decision of the Code Enforcement Special Master, rendered on April 11, 2006, a copy of which is attached hereto.

Andrew M. Tobin, Esq.
Florida Bar No. 184825
Counsel for Appellant
P.O. Box 620
Tavernier, Florida 33070
(305) 852-3388

CERTIFICATE OF SERVICE

I CERTIFY THAT a true copy of the foregoing was furnished to PEDRO MERCADO, ESQ., Assistant County Attorney, 502 Whitehead Street Key West, FL 33040, by U.S. Mail this 5th day May 2006.

Andrew M. Tobin, Esq.

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner,

vs.

CASE NO. CE05020427

ALEXANDER AGUIAR and ELIZABETH GINART
Respondent(s).

DocH 1580323
BkH 2207 PgH 349

_____/

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE having come on for public hearing before the Special Magistrate on **2005**, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued his Order finding the Respondent(s) in violation of Monroe County Code Section(s): **§9.5-111(1).**

Said Order, and subsequent orders, required the Respondent(s) to correct the violation(s) by **August 18th 2005**, and further, that failure to correct the violation(s) by the compliance date may result in a fine per day, being imposed for each day thereafter that there is noncompliance. At the meeting of the Special Magistrate held on **March 30th 2006**, Inspector Reed testified that the following violation(s) had not yet been corrected: **§9.5-111(1).**

ACCORDINGLY, the Special Magistrate finding that the violation(s) had not been corrected, as previously ordered, it is hereby:

ORDERED that the Respondent(s) pay to Monroe County, Florida, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS)**, per day, beginning **August 19th 2005**, and for each and every day thereafter that the violation(s) exist(s) and/or continue(s) to exist.

Pursuant to Florida Statutes Section 162.07, a fine in the amount of **$100.00 (ONE HUNDRED DOLLARS)** is hereby levied for the administrative recovery for prosecution and investigation.

THIS ORDER SHALL CONSTITUTE A LIEN AGAINST THE LAND ON WHICH THE VIOLATION(S) EXIST(S) AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR(S).

4-11-06 28

DocH 1580323
BkH 2207 PgH 350

THE VIOLATION(S) EXIST(S) ON THE FOLLOWING DESCRIBED PROPERTY: LT 112, HAMMER POINT PARK, a/k/a 239 CAMELOT DR., KEY LARGO, MONROE COUNTY, FLORIDA (RE:00480111-011200);

Pursuant to Section 162.09, Florida Statutes, and may be recorded with the Clerk of the Courts for Monroe County, Florida.

That upon complying, the Respondent(s) shall notify the Code Inspector in this case, who shall reinspect the property and notify the Special Magistrate of compliance.

DONE AND ORDERED this 11th day of **April, 2006**, at the Monroe County Government Regional Center, Marathon, Florida.

BY _____
J. Jefferson Overby, Esquire
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, on officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared J. Jefferson Overby, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of **April, 2006.**

_____
Notary Public

Karen L. Bass
My Commission DD533077
Expires June 28, 2008

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien has been furnished to the Respondent(s) attorney, Nicholas Mulick via fax at (305)852-8880, this 11th day of **April, 2006.**

_____
Karen L. Bass,
Code Enforcement Liaison

MONROE COUNTY
OFFICIAL PUBLIC RECORD

County of Monroe
Growth Management Division

received
11-30-06

Office of the Director
2798 Overseas Highway
Suite #400
Marathon, FL 33050
Voice: (305) 289-2517
FAX: (305) 289-2854

Board of County Commissioners
Mayor Mario Di Gennaro, Dist. 4
Mayor Pro Tem Dixie Spehar, Dist. 1
George Neugent, Dist. 2
Charles "Sonny" McCoy, Dist. 3
Sylvia Murphy, Dist. 5

We strive to be caring, professional and fair

November, 30, 2006

Andrew M. Tobin, PA
Attorney at Law
PO Box 620
Tavernier, FL 33070

RE: ATF application 053-3404 – 239 Camelot – CE Case# 05020427

Dear Mr. Tobin:

Subsequent to our meeting of Tuesday November 28, 2006, I reviewed Mr. Aguiar's file and code enforcement case. Unfortunately, I am of the opinion that you do not recognize the full extent of the construction accomplished without benefit of a permit. I would like to take this opportunity to address this and to correct some misinformation in your letter dated November 27, 2006. Your letter states that it was your *"understanding that I did not agree with Dianne Bair who interprets the floodplain ordinance to require elevation if any of the original material is replaced*". I want to clarify my position that this is not an interpretation, and I neither agree nor disagree. This is a law adopted by the Board of County Commissioners. This Monroe County law requires elevation if a mobile home is altered or modified by engineering standards more stringent than originally required. I uphold the law adopted by ordinance.

I do not agree with your opinion that *"the statute that Ms. Bair relies on only applies to manufacturers and distributors, not to homeowners"*. This is a moot point. Once the County amends an ordinance to include language that is adopted by the BOCC and approved by the Department of Community Affairs it applies to all. The direction quoting Ch 320.8232 was provided to the Monroe County Building Official in a letter

from the Department of Highway Safety and Motor Vehicles dated October 15, 1998 as a response to a request for guidance from the Building Official as to how the building department should permit repair to mobile/manufactured homes after Hurricane Georges. This direction to the building official contained no caveat that 320.8232 was only for manufacturers and distributors and should not be utilized for the purpose of permitting homeowners. In fact the last paragraph in the letter to the Building Official states *"These are the Statutes and Rules that should be followed when repairing mobile homes."* Subsequently, the County chose to follow this direction as well as give some relief by amending its ordinance to allow different materials provided there is proper engineering and the unit is elevated. The purpose was to prohibit hybrid units at ground level, some of which have turned into houses below base flood elevation. AND, at the same time provide homeowners an alternative, by allowing engineered hybrid construction above base flood elevation where the 50% rule would not apply so these units could be strengthened and altered. This part of the code is not contrary to the non-substantial (50%) improvement rule. The non-substantial improvement rule deals with any non-conforming structure that is substantially damaged or substantially improved. 9.5-317(b)(4)g. deals with the application of material in manufactured homes other than what the original construction consisted of.

Your e-mail of November 29, 2006 refers to *"replacing 30 linear feet of paneling with drywall and replacing some vinyl tiles for wood floors"*. More construction than that occurred. The code enforcement officer cited Mr. Aguiar for: ***"Total Interior remodel in progress. Drywall, plumbing, electrical, framing and painting."*** It also states: ***"Remodeling bright yellow trailer with drywall and planks for wall siding."*** The photos on file indicate the complete gutting of the interior including all partitions, plumbing and electrical. In addition, the exterior of the unit has T-111 siding. It appears from a cursory review that the work cited under CE 05020427 constitutes a substantial improvement. This means that in addition to elevation required by 9.5-317(b)(4)g., further engineering will be required to retrofit the entire unit to meet all Florida Building Code.

In conclusion, the building department stands by the original decision based on the Monroe County Code. Mr. Aguiar's application was denied on July, 18, 2005. The

denial is based on the Section 9.5-317(b)(4)g. That decision should have been appealed. Regretfully, I have no authority but to follow the law.

If you have any questions, please do not hesitate to contact me at (305) 289-2574.

Sincerely,

Joe Palkalik, CBO
Building Official

Cc: Karen Bass, Clerk
Pedro Mercado, Code Enforcement Attorney
Suzanne Hutton, County Attorney

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

BOARD OF COUNTY COMMISSIONERS
Mayor Sylvia J. Murphy, District 5
Mayor Pro Tem Heather Carruthers, District 3
Kim Wigington, District 1
George Neugent, District 2
Mario Di Gennaro, District 4

Suzanne A. Hutton, County Attorney**
Robert B. Shillinger, Chief Assistant County Attorney **
Pedro J. Mercado, Assistant County Attorney
Susan M. Grimsley, Assistant County Attorney **
Natileene W. Cassel, Assistant County Attorney
Cynthia L. Hall, Assistant County Attorney
Christine Limbert-Barrows, Assistant County Attorney
Derek V. Howard, Assistant County Attorney
Lisa Granger, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 – Phone
(305) 292-3516 – Fax

Alexander Aguiar and Elizabeth Ginart
239 Camelot Drive
Tavernier FL 33070

Subject: Code Enforcement Case: CE05020427

Dear Alexander Aguiar and Elizabeth Ginart,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code enforcement action. Additionally our records indicate that the violation(s) remain. Please take note that the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

The current amount of the Code Enforcement Lien is $164,200.00. The lien was recorded in the Official Records of Monroe County on February 12, 2010 at Document 1777503, Book 2452, Page(s) 1971-1972. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance **and** remitting payment in full to Monroe County Code Enforcement Dept., 2798 Overseas Highway, Suite 330 (Attention: Nicole Petrick), Marathon, Florida 33050. Within 30 days of the date of compliance and clearance of the payment in full, the County will provide a release and satisfaction of said lien to you. It is then your responsibility to record the release and satisfaction in the Monroe County Clerk of Courts.

If the property does not gain compliance and the County does not receive payment in full within fourteen (14) days of the date of this letter, a collection foreclosure action will begin against you.

Very truly yours,

Dated: Feb 17, 2010 Lisa Granger

LISA GRANGER, ESQUIRE
ASSISTANT COUNTY ATTORNEY

Civil Case Detail Information

Case Number	Uniform Case Number	Date Filed
CAP06189	442006CA000189A001PK	5/5/2006

Filing Type	Judge
Administrative Appeal	Audlin, David J

Plaintiff Information

Plaintiff Name	Attorney Name
AGUIAR, ALEXANDER	TOBIN, ANDREW MITCHELL
AGUIAR, ALEXANDER	TOBIN, ANDREW MITCHELL
GINART, ELIZABETH	TOBIN, ANDREW MITCHELL
GINART, ELIZABETH	TOBIN, ANDREW MITCHELL

Defendant Information

Defendant Name	Attorney Name
MONROE COUNTY FLORIDA	SHILLINGER, ROBERT

Other Parties

Other Name	Attorney Name

Scheduled Court Appearances

Date	Time	Location/Court Room	Description
11/15/2006	1/1/1900 3:40:00 PM	PK COURTROOM G	CA - Hearing
12/13/2006	1/1/1900 4:10:00 PM	PK COURTROOM G	CA - Hearing
1/10/2007	1/1/1900 4:10:00 PM	PK COURTROOM G	CA - Hearing
9/4/2008	1/1/1900 9:30:00 AM	PK COURTROOM G	CA - Hearing
9/10/2008	1/1/1900 3:35:00 PM	PK COURTROOM G	CA - Hearing
2/2/2012	1/1/1900 4:00:00 PM		CA - Status Conference
4/11/2012	1/1/1900 1:30:00 PM		CA - Pre Trial Conference
4/16/2012	1/1/1900 8:30:00 AM		CA - Civil Non Jury Trial/circut
5/3/2012	1/1/1900 2:30:00 PM		CA - Hearing

Docket Information

Date	Time	Description	Text
3/11/2014		Clerk's Notes *	BOX 582

2/21/2014	Order *	DIRECTING CLERK TO CLOSE CASE
2/20/2014	Reclose Case	
9/5/2012	Notice / Designation of E-Mail Address	
8/30/2012	Notice / Designation of E-Mail Address	
4/13/2012	Order Granting *	MOTION FOR RELIEF FROM ORDER S
2/15/2012	Order *	
2/15/2012	Order Directing Mediation	
2/10/2012	Notice Of Hearing	5/3/12 2:30
2/3/2012	Order Granting *	MOTION TO APPEAR BY PHONE 02/0
2/2/2012	Notice Of Filing *	AGREED FACTS AND ISSUES TO BE
2/2/2012	Court Minutes	
1/31/2012	Motion *	TO APPEAR TELEPHONICALLY
1/30/2012	Order *	SETTING STATUS CONFERENCE 2/2/
1/30/2012	Joint	PRETRIAL STIPULATION
8/3/2011	Court Minutes	
7/15/2011	Report Of Court Ordered Mediator	
6/1/2011	Notice Of Mediation Conference	7/13/11 1PM
5/18/2011	Order *	SETTING PRETRIAL PROCEDURE - 8
5/18/2011	Order *	RESCHEDULING CAUSE FOR BENCH T
5/18/2011	Order Directing Mediation	
3/25/2011	Order *	CONTINUING TRIAL
3/21/2011	Motion To Strike *	DESIGNATION OF MEDIATIOR
3/15/2011	Other	DESIGNATOR OF MEDIATOR
2/9/2011	Order Directing Mediation	
2/9/2011	Notice Of Hearing	BENCH TRIAL 4-18-11 @ 8:30
2/9/2011	Notice Of Hearing	PRE-TRIAL 4-6-11 @ 2:00
12/31/2010	Notice *	OF TRIAL
4/27/2010	Order *	ON MOTION FOR REHEARING
4/19/2010	Response *	TO MOTION FOR REHEARING
4/15/2010	Motion For Re-hearing	
4/12/2010	Order *	DISMISSING APPEAL
8/24/2009	Response *	TO REQUEST FOR PRODUCTION OF D
7/22/2009	Notice *	OF DEPO AND REQUEST FOR PRODUC
6/5/2009	Order Granting *	MOTION TO ABATE
12/10/2008	-	AGREED MOTION TO ABATE & ORDER

9/29/2008	-	ORDER ESTABLISHING BRIEFING SC
9/4/2008	-	COURT MINUTES
7/31/2008	-	NOTICE OF HEARING <09/10/2008>
7/22/2008	-	MOTION TO WITHDRAW AS ATTORNEY
4/27/2007	-	UNOPPOSED MOTION TO ABATE
4/27/2007	-	ORDER ABATING CASE
4/19/2007	-	ORDER ABATING CASE
4/18/2007	-	UNOPPOSED MOTION TO ABATE
4/11/2007	-	10 DAY NOTICE
12/18/2006	-	NOTICE OF HEARING <01/10/2007>
12/12/2006	-	COMPLAINT FOR DECLARATORY JUDG
11/30/2006	-	MOTION TO CORRECT THE RECORD O
11/15/2006	-	RE-NOTICE OF HEARING <12/13/20
10/18/2006	-	NOTICE OF HEARING <11/15/2006>
7/6/2006	-	NOTICE OF APPEAL, SECOND OR:22
5/5/2006	-	PAYMENT ACCEPTED / RECEIPT # -
5/5/2006	-	Receivable Assessed / IFF
5/5/2006	-	NOTICE OF APPEAL OF CODE ENFOR

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Close Window

CE11070177 & CE05020427
239 CAMELOT DR, KL
INSP RODRIGUEZ-FITO 07-19-2013

PLAINTIFF'S EXHIBIT

37

CE11070177 & CE05020427
239 CAMELOT DR, KL
INSP RODRIGUEZ-FITO 07-19-2013

PLAINTIFF'S EXHIBIT

28

CE11070177 & CE05020427
239 CAMELOT DR, KL
INSP RODRIGUEZ-FITO 07-19-2013

PLAINTIFF'S EXHIBIT

28

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE05020427**
	)	
ALEXANDER AGUIAR AND ELIZABETH GINART,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on February 12, 2010, Book 2452, Page 1971 on the property that was the subject of the code compliance action described as: 239 CAMELOT DR., KEY LARGO, MONROE COUNTY, FLORIDA, RE# 00480111011200 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of September 26, 2015 is $369,300.80 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on November 19, 2015 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 29 day of September, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0041 to **239 CAMELOT DRIVE TAVERNIER, FL 33070 .**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

40

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

ALEXANDER AGUIAR AND ELIZABETH GINART
239 CAMELOT DRIVE
TAVERNIER, FL 33070

September 26, 2015

Subject: Code Case: CE05020427
Location: 239 CAMELOT DR., KEY LARGO, FL 33037

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on November 19, 2015. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 05020427

CERT #: 7014 3490 0001 3900 0041

GOOD SERVICE: yes - 10/01/15

NO SERVICE: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
AGUIAR ALEXANDER
GINART ELIZABETH R/S
239 CAMELOT DR
TAVERNIER, FL 33070-2805
CE05020427/NTCMTN/KW

2. Article Number (Transfer from service label) 7014 3490 0001 3900 0041

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

7014 3490 0001 3900 0041

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

USPS Postmark Here SEP 30 2015

Sent To AGUIAR ALEXANDER
GINART ELIZABETH R/S
Street, Apt. No., or PO Box 239 CAMELOT DR
City, State, ZIP+4 TAVERNIER, FL 33070-2805
CE05020427/NTCMTN/KW

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0001 3900 0041

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BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,

Petitioner,

vs.

ALEXANDER AGUIAR AND ELIZABETH GINART ,

Respondent(s).

Case No.: **CE05020427**

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 19th day of November, 2015, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 20th day of November, 2015.

Nicole M. Petrick, Liaison

Windsor-Kathleen

From: RodriguezFito-Joel
Sent: Thursday, October 01, 2015 11:16 AM
To: Windsor-Kathleen
Cc: McPherson-Cynthia
Subject: RE: 239 Camelot Drive, Tavernier (pictures) CE05020427 CE11070117
Attachments: 006.JPG; 007.JPG

Hi Kat,
I stopped by 239 Camelot and took the attached couple of pictures for you. Nothing seems to have changed.
Thank you,

Joel

From: RodriguezFito-Joel
Sent: Monday, September 28, 2015 7:07 AM
To: Windsor-Kathleen
Cc: McPherson-Cynthia
Subject: RE: 239 Camelot Drive, Tavernier (pictures) CE05020427 CE11070117

Good morning Kat,

I will take care of this for you tomorrow morning.
Thank you,

Joel

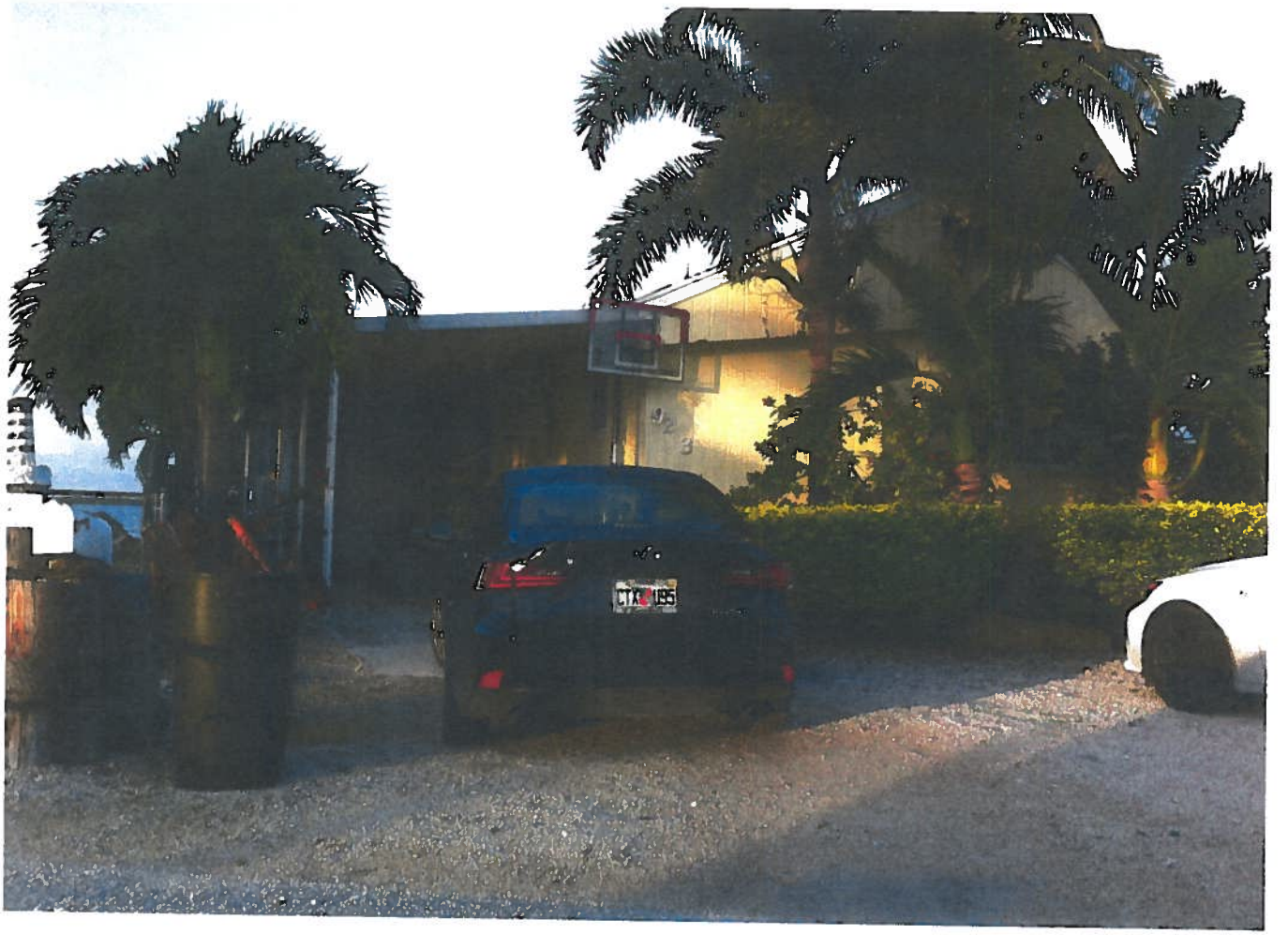
From: Windsor-Kathleen
Sent: Saturday, September 26, 2015 3:06 PM
To: RodriguezFito-Joel
Cc: McPherson-Cynthia
Subject: FW: 239 Camelot Drive, Tavernier (pictures) CE05020427 CE11070117

Hi Joel,
I have prepared this case for Special Magistrate for November. (The appeal is long over and the bank foreclosure appears stalled and I think the property owners are going to retain ownership.)

Could you drive by and just confirm that the structure is still there. If it looks like these last photos you took, I don't need new ones.
Thank you
Kat

Kathleen Windsor, CFM
Fema Certified Floodplain Manager
Monroe County Sr. Code Compliance Research Analyst
2798 Overseas Highway
Marathon FL 33050
Phone: 305-289-2586
windsor-kathleen@monroecounty-fl.gov

44



Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

Case Information

Case Number: CE05020427
Origination: 1 - PHONE CALL
RE: 00480111011200
Board: SM - SPECIAL MAGISTRATE
Address: 239 CAMELOT DR HAMMER POINT PA
Total Fines: 385300.00000

Ordinance	Date Ordered	Comply By	Fine Start	Daily Fine	Settle Amount	Paid Amount
9.5-111(1)	06/30/2005	08/18/2005	08/19/2005	100.00000	0.00	0.00

Fine Details

Ordinance Code: 9.5-111(1)
Continuous
Date Ordered: 06/30/2005
Comply By: 08/18/2005
Fine Start: 08/19/2005
Daily Fine: 100.00000
Number of Days: 3853
Suspended Days: 0
Current Fine: 385300.00
Complied Date:
Settle Amount: 0.00
Settle Date:
Amount Paid: 0.00
Date Paid:

Suspended Days

Stop Date	Restart Date

Suspend Days

Printed 3-7-16
KW

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Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Maps are now launching the new map application version.

Alternate Key: 1587737 **Parcel ID:** 00480111-011200

Ownership Details

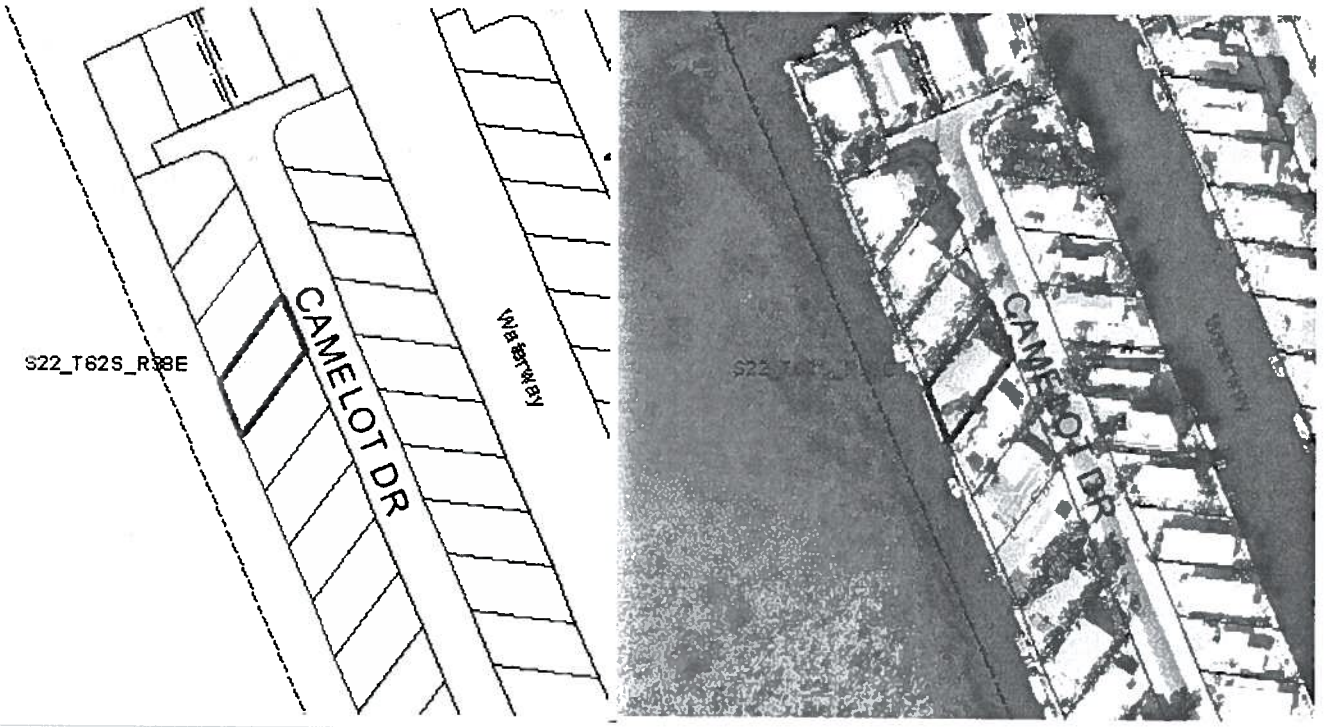
Mailing Address:
AGUIAR ALEXANDER
239 CAMELOT DR
TAVERNIER, FL 33070-2805

All Owners:
AGUIAR ALEXANDER , GINART ELIZABETH R/S

Property Details

PC Code:	02 - MOBILE HOMES
Millage Group:	500P
Affordable Housing:	No
Section-Township-Range:	22-62-38
Property Location:	239 CAMELOT DR KEY LARGO
Subdivision:	HAMMER POINT PARK
Legal Description:	LT 112 HAMMER POINT PARK-KEY LARGO OR655-459 OR673-134Q OR712-708D/C OR712-707D/C OR715-748 OR723-655/56 OR944-2073/91WILL OR946-713AFF OR971-1260AFF OR971-1261 OR1029-2139 OR1656-174Q/C OR1656-175 OR1993-1994/95AFF OR1993-1996/97AFF OR1993-1998/2000R/S

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
38 - HOMESTEAD R/S	25,000.00
44 - ADDL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
020W - MOB HOM WATERFRONT	0	0	5,196.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1232
Year Built: 1977

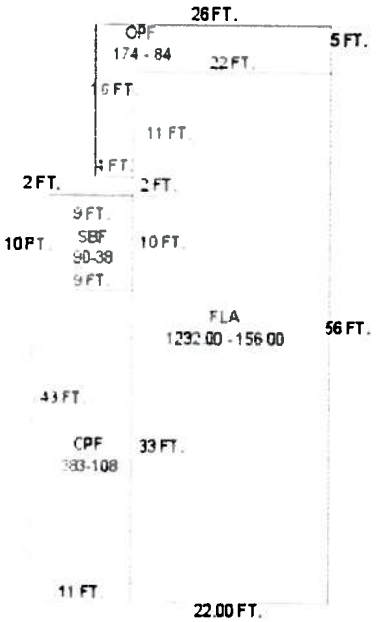
Building 1 Details

Building Type M1
Effective Age 28
Year Built 1977
Functional Obs 0
Condition F
Perimeter 156
Special Arch 0
Economic Obs 0
Quality Grade 400
Depreciation % 58
Grnd Floor Area 1,232

Inclusions: M1 includes 1 3-fixture bath and 1 kitchen.
Roof Type GABLE/HIP
Roof Cover ASPHALT SHINGL
Foundation CONC BLOCK
Heat 1 NONE
Heat 2 NONE
Bedrooms 2
Heat Src 1 NONE
Heat Src 2 NONE
Extra Features:

2 Fix Bath 0
3 Fix Bath 1
4 Fix Bath 0
5 Fix Bath 0
Vacuum 0
Garbage Disposal 0
Compactor 0
Security 0

6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	1:WD FRAME	1	1977		Y	0.00	0.00	1,232
2	OPF		1	1977					174
3	SBF	1:WD FRAME	1	1977			0.00	0.00	90
4	CPF		1	1977			0.00	0.00	383

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	121 SF	11	11	1985	2004	1	50
2	PT3:PATIO	190 SF	10	19	1985	2004	1	50
3	PT3:PATIO	500 SF	25	20	1985	2004	1	50
4	PT3:PATIO	42 SF	6	7	1985	2004	1	50
7	FN2:FENCES	858 SF	143	6	1989	1990	4	30
8	SW2:SEAWALL	285 SF	57	5	1979	1980	3	60
9	DK3:CONCRETE DOCK	376 SF	47	8	1980	2005	3	60
11	TK2:TIKI	240 SF	0	0	2007	2008	2	40

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	06305994	02/12/2007	11/06/2007	1		(ATF) CHICKEE

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	51,711	16,526	398,793	467,030	423,558	25,000	398,558
2014	50,138	15,431	354,627	420,196	420,196	25,000	395,196
2013	49,613	21,352	348,132	419,097	419,097	25,000	394,097
2012	78,792	21,781	348,132	448,705	419,672	25,000	394,672
2011	75,537	22,214	348,132	445,883	407,449	25,000	382,449
2010	79,934	22,724	298,770	401,428	401,428	25,000	376,428
2009	125,667	23,209	374,112	522,988	522,988	25,000	497,988
2008	98,661	23,705	529,992	652,358	652,358	25,000	627,358
2007	130,723	19,565	727,440	877,728	877,728	0	877,728
2006	143,258	18,274	623,520	785,052	785,052	0	785,052
2005	116,397	18,847	415,680	550,924	550,924	0	550,924
2004	166,783	12,802	167,571	347,156	347,156	0	347,156
2003	108,410	15,449	167,571	291,430	291,430	0	291,430
2002	130,857	15,897	154,581	301,335	301,335	0	301,335
2001	145,157	16,383	104,570	266,110	266,110	0	266,110
2000	67,470	7,619	72,744	147,833	147,833	0	147,833
1999	67,470	7,924	72,744	148,138	148,138	0	148,138
1998	65,825	7,999	72,744	146,568	146,568	0	146,568
1997	63,082	7,937	72,744	143,763	143,763	25,000	118,763
1996	63,082	8,208	72,744	144,034	144,034	25,000	119,034
1995	63,082	8,478	72,744	144,304	144,304	25,000	119,304
1994	63,082	8,737	72,744	144,563	144,563	25,000	119,563
1993	45,174	7,843	72,744	125,761	125,761	25,000	100,761
1992	45,174	8,066	72,744	125,984	125,984	25,000	100,984
1991	45,174	8,303	72,744	126,221	126,221	25,000	101,221
1990	45,174	8,538	67,548	121,260	121,260	25,000	96,260
1989	45,174	8,775	67,548	121,497	121,497	25,000	96,497
1988	43,132	6,987	60,793	110,912	110,912	25,000	85,912
1987	38,897	7,177	49,882	95,956	95,956	0	95,956
1986	23,354	6,578	39,749	69,681	69,681	25,000	44,681
1985	22,581	6,739	39,749	69,069	69,069	25,000	44,069
1984	15,381	3,843	35,073	54,297	54,297	25,000	29,297
1983	15,381	3,843	34,283	53,507	53,507	25,000	28,507
1982	15,689	3,843	34,283	53,815	53,815	0	53,815

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification

4/7/2004	1993 / 2000	650,000	WD	Q
9/29/2000	1656 / 0175	320,000	WD	Q
10/1/1987	1029 / 2139	136,000	WD	Q
4/1/1986	971 / 1261	127,500	WD	Q
7/1/1977	723 / 655	17,000	00	Q

This page has been visited 118,411 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No ___

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

AGENDA ITEM WORDING: Authorization to initiate litigation against Kenneth Allen Newsom and the property located at 30083 Pine Channel Road, Big Pine Key, Florida, to seek compliance with the County Codes and enforce a lien arising from code compliance case number CE08100108.

ITEM BACKGROUND:
This property was the subject of a Code Compliance case for lack of a valid permit for construction and/or completion thereof, and habitation of the Single Family Residence without the required inspections and/or a Certificate of Occupancy. The fines total $844,200.00 as of March 7, 2016 and will continue to accrue at $350.00 per day until compliance is achieved.

CE08100108: The Special Magistrate found the property in violation and ordered a compliance date of July 30, 2009. The property owner did not gain compliance by the deadline ordered by the Special Magistrate and the fine(s) began to accrue. The County's lien was recorded on August 6, 2009. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The property is not homesteaded and there are no pending foreclosure actions at this time.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, writ of execution and money judgment;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Authorization to initiate litigation against the property owner for injunction, foreclosure, writ of execution and money judgment.

TOTAL COST: approx $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty STP 3/7 OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

MEMORANDUM

TO: Steve Williams, Assistant County Attorney
FROM: Kathleen Windsor, Sr. Code Compliance Research Analyst
DATE: March 7, 2016
SUBJECT: Recommendation to County Attorney's Office for further action.
SUBJECT PROPERTY: 30083 PINE CHANNEL RD BIG PINE KEY

SUMMARY:
As a result of the Final Order in code compliance case CE08100108, daily fines in the amount of $350.00 per day have accrued for approximately 2412 days for a total of $844,200.00 and continue to accrue. All attempts to gain voluntary compliance from the property owner have failed. The subject property, owned by Kenneth Allen Newsom, remains in violation of Monroe County Code.

CASE CE08100108 BACKGROUND:
On October 10, 2008 a complaint was received by the Code Compliance Department for the lack of a valid permit for construction and/or completion thereof, and habitation of the Single Family Residence without the required inspections and/or a Certificate of Occupancy. Research revealed the Building Official, Joe Paskalik had mailed a letter to Mr. Newsom on August 14, 2008. Research also revealed that on June 11, 1996 Mr. Newsom entered into a Completion Agreement with the County agreeing to proceed with the construction by December 11, 1996. Additionally Mr. Newsom acknowledged that without a Certificate of Occupancy being issued, habitation within the structure cannot legally take place. Inspections were not performed timely and the case was referred to the Code Department. Research also reveals that in 2000, the property appraiser inspectors noted that the structure was unfinished and the owner has been living in the house for the last 3 years.

Subsequently a *"Notice of Violation/Notice of Hearing"* was mailed via certified mail to the property owner on December 9, 2008 to appear at the Special Magistrate Hearing on January 29, 2009. The return receipt was signed on December 17, 2008. The hearing was held and Mr. Newsom attended and admitted to the violations. At the hearing, the Code Compliance Special Magistrate found the property in violation of:

- MCC Sec. 6-18(D) - FAILURE TO COMPLY WITH CONDITIONS OF PERMIT 921-5187 AND THE COMPLETION AGREEMENT DATED JUNE 11, 1996.
- MCC Sec. 6-33 - A NEW PERMIT IS REQUIRED BY MONROE COUNTY BEFORE WORK MAY PROCEED ON THIS PROPERTY.
- MCC Sec. 6-4(b) - THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL DUE TO THE LACK OF VALID PERMIT(S), APPROVAL(S) AND INSPECTION(S), AND THE LACK OF A CERTIFICATE OF OCCUPANCY.
- MCC Sec. 6-41(a) - THE STRUCTURE ON YOUR PROPERTY HAS NOT RECEIVED THE REQUIRED INSPECTIONS AND A CERTIFICATE OF OCCUPANCY FOR HABITATION. THEREFORE LONG TERM AND/OR SHORT TERM TENANCIES THAT INVOLVE HABITATION,

INCLUDING BUT NOT LIMITED TO EATING, SLEEPING AND BATHING ARE PROHIBITED ON THIS PROPERTY.

- MCC Sec. 6-41(b) - THE BUILDING OFFICIAL HAS DEEMED THAT INSPECTIONS ARE NECESSARY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY ON THIS PROPERTY.

The Special Magistrate imposed a compliance date of July 30, 2009 and ordered the respondent to attend a compliance/review hearing to be held on that date.

The hearing was held on July 30, 2009 and the permit 92105187 had been renewed on December 31, 2008, therefore that count (6-33) was deemed compliant. The other counts remain in violation as cited. The Special Magistrate imposed fines beginning on July 30, 2009 and ordered no occupancy of the structure and issuing a *Final Order* for same.

Compliance was not achieved by that date and the Final Order was recorded as a lien on behalf of the BOCC on August 6, 2009. The property owner appealed that that order and that case was dismissed on April 14, 2010 by the circuit court.

Subsequently a "*Notice of Motion to Authorize Collection Proceedings and Notice of Hearing*" was mailed to the property owner on August 6, 2014 and a hearing was held on August 28, 2014. The Special Magistrate issued an "*Order Authorizing Foreclosure*".

Following that order, the permit was renewed again for inspections on November 19, 2014.

As of March 7, 2016 no certificate of occupancy has been issued and a permit fee balance of $1,634.00 remains unpaid. Staff has exhausted all other mechanisms available to persuade the property owner to achieve compliance.

As of March 7, 2016, the total amount of the lien is $844,641.01 ($844,200.00 fines and $441.01 costs), and the costs and fines will continue to accrue until compliance is achieved and the lien is paid.

STAFF RECOMMENDATIONS:
Approval to proceed with litigation to compel the property owner Kenneth Allen Newsom to comply with various county ordinances and correct the code violations of Code Compliance Case CE08100108.

Attachments:

Page	
1	Complaint received by Code - 10/10/2008
3	Letter mailed by Building Official 8-14-2008
4	Completion Agreement signed 6/11/1996
5	Referral to Code - 1/31/1997
10	Original Permit issued 1989
13	2001 Property Record Card
16	Unsafe Structure Referral 10/29/2008
17	Notice of Violation/Notice of Hearing 12/9/2008
22	Final Order dated February 9, 2009
27	Permit 92105187 renewed for inspections 12/31/2008
30	Final Order imposing fines/lien dated 7/30/2009
31	Appeal Order of Dismissal 4/14/2010
32	Motion for collection and hearing notice 8-6-2014
34	Order Authorizing Foreclosure
35	Permit 92105187 detail printed 3-7-2016
39	Fine detail screen
40	Code detail (codes have been renumbered)
42	Current Property Record Card
46	Case detail

RECEIVED OCT 10 2008

OCT 7th, 2008

TO MONROE COUNTY: CODE. BUILDING, PROPERTY APPRAISOR: SUPERVISOSRS
IF APPROPIATE WE CAN ALSO SEND A COPY OUR OUR COMPLAINT TO MR.
GEORGE NUGENT, COUNTY COMMISIONER
FOR MONROE CO. 2462210012
NEWSOM KENNETH ALICA BK1 LOT12
ART KEY # 1314257

MR. NEWSOM ADDRESS IS (30083-PINE CHANNEL ROAD) ONCE YOU TURN DOWN PINE CHANNEL RD. BIG PINE KEY- IT'S THE 10TH HOME ON THE LEFT. PLEASE SEE ENCLOSED PICTURES TO INSURE YOU GET THE CORRECT HOME SINCE WE DO NOT KNOW THE LOT NUMBER.

MR. NEWSOM HAS BEEN LIVING THERE FOR YEARS WITHOUT EVEN A CERTIFICATE OF OCCUPANCY.

HE HAS CONTINUED TO DO ELECTRICAL AS WELL AS MAJOR CONSTRUCTION WITHOUT OBTAINING PERMITS.

I DOUBT THIS INDIVIDUAL IS PAYING THE REQUIRED AMOUNT OF PROPERTY TAX AND AM CONCERNED HE HAS FOR YEARS PROBABLEN BROKEN MOST OF THE COUNTYS CODES WITHOUT CONCERN FOR HIS NEIGHBORS WHO OBIDE BY THE LAW. ATTEMPTS TO COMMUNICATE WITH HIM ABOUT THE ABOVE AND AT TIMES HIS LOUD MUSIC HAVE BEEN INVANE AND IT IS TIME THE COUNTY INVESTIGATED THIS INDIVIDUAL.

DIRECTIONS TO HIS HOME;

GOING SOUTH IN BIG PINE KEY, FL. TURN LEFT
ON NEWFOND BLVD (THERE IS A MOBIL GAS STATION ON THE SE CONNER. THE ROAD BREAKS TO THE LEFT AND YOU WILL PASS PELICAN RD AND THEN HOWARTH WHERE ON YOUR LEFT IS PINE CHANNEL ROAD/ ITS MARKED AT THE BEGINNING ON BOTH SIDES WITH SIGNS SAYING "PRIVATE RD" DEAD END. IT IS IN POOR SHAPE WITH LARGE POT HOLES.

NORMALLY WE WOULD BE GLAD TO SIGN OUR NAMES BUT FEEL IF THIS INDIVIDUAL FOUND OUT WHO REPORTED HIM HE WOULD SEEK VENGENCE BASED ON PRIOR EXPERIENCES AND STORIES FROM OTHER NEIGHBORS. WE WERE PROVIDED THE FOLLOWING PHONE NUMBER FROM A NEIGHBOR BUT WE TOLD HE MONITORS ALL CALLS. (305) 872-2770.

CC: CODE, BUILDING, PROPERTY

1

PLAINTIFF'S EXHIBIT
tabbies
1 of 3

RECEIVED OCT 10 2008

SOUTH FLORIDA PDC
09 OCT 2008 PM 2 L

RONDA NORMAN
CODE ENFORCIMENT
2798 OVERSEAS Hy
MARTHON GOVT CTN.
MARATHON, FL
33050

33050+4277 CODE

tabbies
PLAINTIFF'S EXHIBIT
1
Page 2 of 3

2

Ken Newsom
30083 Pine Channel Road
Big Pine Key, Florida 33043

August 14, 2008

RE: 921-5187 Parcel 00246221-001200
Lot 12 Block 1 Pine Key Yacht Club Estates

In the process of archiving Building Department files the following was discovered:

1) No final inspections have been done.
2) No "Certificate of Occupancy" has been issued.
3) No final approval has been submitted from the Department of Health for the septic system.
4) You applied in 1989 for an "Affordable Housing" exemption from impact fees.
5) According to the Property Appraiser the house has been occupied since 2000 and homesteaded since 2005.

Therefore:

The following is required:

1) Renew the permit and receive approved final inspections and a Certificate of Occupancy.
2) Furnish the Building Department with a final approval from the Department of Health for the Septic System.
3) Apply and qualify for "Affordable Housing" exemption under the current regulations or pay the current impact fee which were waived in 1989.

You must contact the Monroe County Building Department within 15 days of receipt of this letter or your file will be turned over to Code Enforcement.

Sincerely,

Joseph Paskalik
Building Official

CE0810010B 3

PLAINTIFF'S EXHIBIT 2

tabbies

COMPLETION AGREEMENT

DATE June 11, 1996

BY: PROPERTY OWNER(S) Kenneth A Newsom and Alicia Newsom

PROPERTY DESCRIPTION Block 1, 12 Pine Key Yacht Club Estates, Big Pine Key

0246221-001200

LAST PERMIT NO. 92-1-5187

Pursuant to Monroe County Code Section 6-40(e)(2) the unfinished structure built on subject property (under subject permit) has been declared a public nuisance and is hereby referred to the Code Enforcement Department for resolution (M.C.C. Section 6-16.2).

In order to satisfy the requirements of the Code Enforcement Department, the Building Department and the Standard Unsafe Building Abatement Code, the undersigned agrees to obtain either a "Final Exterior Inspection Approval" (M.C.C. Section 6-40(e)(2)) or a "Certificate of Occupancy" (M.C.C. Section 9.5-117) no later than December 11, 1996. The undersigned fully warrants that this new, additional period of time granted will be sufficient to successfully meet the aforementioned, specified completion date. In addition, the undersigned recognizes & agrees that without a "Certificate of Occupancy" being issued, habitation (M.C.C. Section 9.5-4 (H-1)) within the structure cannot legally take place.

It is further understood that failure (for any reason other then "acts of God") to meet the aforementioned specified completion date, will result in the automatic referral of this case to the Code Enforcement Special Master for his determination. Appropriate action by the Special Master may include, but not be limited to, imposition of fines with subsequent liens and foreclosures of the property pursuant to Florida Statutes Chapter 162.

UNDERSTOOD AND AGREED TO:

Kenneth A Newsom 6/11/96

(MUST BE SIGNED BY ALL) DATE
PROPERTY OWNER(S)

OFFICIAL NOTARY SEAL
BARBARA EPSTEIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC206342
MY COMMISSION EXP. JULY 16,1996

STATE OF Florida
COUNTY OF Monroe

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11 DAY OF June, 1996 BY Kenneth Allen Newsom, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED D/L [illegible] AS IDENTIFICATION.

MY COMMISSION EXPIRES July 16, 1996 Barbara Epstein
SIGNATURE OF NOTARY PUBLIC

UNDERSTOOD AND AGREED TO:

Alicia Newsom 6-11-96

(MUST BE SIGNED BY ALL) DATE
PROPERTY OWNER(S)

OFFICIAL NOTARY SEAL
BARBARA EPSTEIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC206342
MY COMMISSION EXP. JULY 16,1996

STATE OF Florida
COUNTY OF Monroe

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11 DAY OF June, 1996 BY Alicia Newsom, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED D/L [illegible] AS IDENTIFICATION.

MY COMMISSION EXPIRES July 16, 1996 Barbara Epstein
SIGNATURE OF NOTARY PUBLIC

AGREED TO BY:

[signature] 7/3/96

CODE ENFORCEMENT DEPARTMENT DATE

[signature] 6/12/96

BUILDING DEPARTMENT DATE

PLAINTIFF'S EXHIBIT 4

UNSAFE.2/TXTRABIN

4

M E M O R A N D U M

TO: Marty Arnold, Director Code Enforcement

FROM: Barbara Epstein, Building Office Coordinator

DATE: January 31,1997

RE: Completion Agreement - Newsom
Last Permit #92-1-5187

Attached please find a copy of the executed "Completion Agreement" for Kenneth Allen and Alicia Newsom.

Mr. and Mrs. Newsom were supposed to receive either a C.O. or an approved Final Exterior Inspection by December 11, 1996. At this time there has been no additional inspections on this home.

Since they have not contacted me, I have tried to call their home but have not been able to reach them. They do not have an answering machine.

I am turning this file over to you for your action.

NEWSOM/TXTRABIN

5

Display Device . . . . . : BZ8
User . . . . . : LAKIN

BP502I03 Monroe County Building Department 9/18/97
Inspection Inquiry - Inspection Selection 9:58:18

Property address . . . . . : LT 12 BK 1 PINE CHANNEL R
Land Key . . . . . : 26-66-29-024622-10012-00
Application number . . . . : 92 10005187
Application type . . . . . : TO COMPLETE SFR - PROJECT ALREADY STARTED

Type options, press Enter.
1=Select

Opt	Str/Seq	Pmt/Seq	Inspection Type	Seq	Insp	Result/Date
	000 000	BL01 00	FINAL LANDSCAPING	0001	DS	AP 12/02/96
	000 000	BL01 00	FRAMING	0001	JP	AP 7/13/93
	000 000	BL01 00	STEEL-COLUMN	0001	JP	AP 7/13/93
	000 000	BL06 00	ROOFING (IN PROCESS)	0001	AF1	AP 11/26/96
	000 000	EL04 00	ROUGH ELECTRIC - TOTAL	0001	WJ	AP 11/02/93
	000 000	PL04 00	ROUGH PLUMBING - TOTAL	0001	LW	AP 3/04/94

Bottom

F3=Exit F11=View 2 F12=Cancel

Signed Completion Agreement
June 11, 96

PERMIT INFORMATION

PERMIT NO	92105187	**STATUS**	Open
TYPE	69		
APPLIED DATE	9/18/1992	**OPERATOR**	Convert
ISSUED DATE	1/29/1993	**OPERATOR**	Convert
MASTER NO		**PROJECT NO**	
C.O. NUMBER		**OPERATOR**	
C.O. ISSUED			
C-404 TYPE		**USAGE CLASS**	N/A
APPLIED VALU	68000	**UNITS**	0
CALC VALU	0	**CONTRACTOR**	

PROPERTY INFORMATION

PARCEL ID	00246221001200
BLDG NUMBER	
ADDRESS	BK 1 LT 12 PINE KEY YACHT
CITY	
STATE	**ZIP CODE**

OWNER INFORMATION

NAME	NEWSOM KENNETH ALLEN				
ADDRESS	PO BOX 1408				
CITY	BIG PINE KEY			**TYPE**	Private
STATE	FL	**ZIP CODE**	33043		

MISCELLANEOUS INFORMATION / NOTES

TO COMPLETE SFR ISSUED 10/24/89#891-1893
IN SHELL FORM.
IMPACT FEES HAVE BEEN WAIVED 8-11-89 TS
RADON PD $13.58 #465318 10-24-89
--SFR 1358SF OPEN PORCH & STAIRS 240SF
SLAB UNDER HOUSE 1358SF.
HRS APPR. K-278-89 ZONE AE PANEL 1536F
ELEV 8' ABOVE MSL. AQUEDUCT & NO A/C.
NATIVE STREET TREE INSPECTION REQUIRED
PRIOR TO C.O..
BIOLOGIST RECOMMENDS APPROVAL AS PER
MONROE COUNTY CODE DLS 9-19-89 DLS.
1. USE EXISTING VEGETATION FOR REQUIRED
NATIVE CANOPY STREET TREE.
2. ADHERE TO ALL LAND CLEAR, BUFFER &

FILL CONDITIONS.
CERTIFICATE OF ELEVATION REQUIRED WITHIN 21 DAYS OF ESTABLISHING HEIGHT OF FINISHED FLOOR. ACCORDING TO SECTION 9.5-395 ALL OUTDOOR LIGHTING WITHIN 25' OF ANY BODY OF WATER SHALL BE CUTOFF LIGHTS AND SHALL NOT EXCEED 18' ABOVE GRADE. THIS PERMIT ISSUED UNDER 6-5-89 PRELIMINARY FLOOD MAPS-INSURANCE INDUSTRY WILL ADOPT MAPS 10-17-89-THIS MAY AFFECT YOUR FLOOD INSURANCE.
---EXOTIC VEGETATION APPROVED FOR REMOVAL DLS 9-19-89.
1. CLEARING AUTHORIZED FOR HOUSE, SEPTIC AND DRIVEWAY ONLY.
2. ALL JOEWOOD, KEY THATCH AND SILVER THATCH IN CONSTRUCTION AREA SHALL BE SUCCESSFULLY TRANSPLANTED ON SITE OR RELOCATED BY A QUALIFIED NURSERY OR PERSON. ANY RELOCATION RECEIPTS SHALL BE RETURNED TO THE BIOLOGIST BEFORE FINAL CO.. WILL BE ISSUED.
3. A TEN FOOT WIDE BOUNDARY BUFFER SHALL REMAIN ALONG ENTIRE NORTH BOUNDARY OF LOT. BUFFER SHALL CONSIST OF TWO CANOPY, ONE UNDERSTORY AND 8 SHRUBS. ALL PLANT MATERIALS SHALL BE OF NATIVE KEYS SPECIES. USE EXISTING VEGETATION.
4. REMOVE ALL AUSTRALIAN PINES AND BRAZILIAN PEPPER.
---50CY FILL - BIOLOGIST RECOMMENS APPR. AS PER MONROE COUNTY CODE DLS. 9-19-89
1. FILL AUTHORIZED FOR SEPTIC ONLY.
--HRS RENEWAL 9-17-92 K-246-92A
CERTIFICATE OF ELEVATION ON FILE 13.6' ABOVE MSL. AQUEDUCT AND NO A/C.
------REVISION----
SHOW CEILING JOISTS IN BEDROOM. SEALED DRAWINGS IN FILE. NO CHANGE IN FOOTPRINT
DCA EXEMPT
THIS HAS HAD AN APPR FRAMING INSP ON 7-13-93 BY JP. IT NOW FALLS UNDER ORD.# 036-1993 -THIS MUST EITHER RECEIVE A C.O. OR FINAL EXTERIOR INSP 2 YRS FROM FEB 1994.LJ
REVISION 10/27/97 - RELOCATE STAIRS 5' OUTSIDE OF FOOTPRINT OF SFR.
SEALED PLANS IN FILE.
BIOLOGIST RECOMMENDS APPROVAL 10/22/97 AS PER MONROE COUNTY CODE - DLS
11/20/97 COMPLETION AGREEMENT - FINAL EXTERIOR OR CO BY 4/97 - NOT COMPLETE
REFERRED TO CODE ENFORCMENT

INSPECTION INFORMATION FOR PERMIT 92105187

REQUEST INSPECTIONS

TYPE	NUM	INSPECTOR	SCHED DATE	INSP DATE	INSP TIME	RES	CONFIRM	NOTES
UNDERGROUND ELECT	1	WJ	1/25/1999	1/26/1999		P	0	0
STAIRS	1	FH	11/7/1997	7/2/1999		P	0	0
FINAL LANDSCAPING	1	DS	12/2/1996	12/2/1996		P	0	0
ROOFING (IN PROCESS)	1	AF1	11/25/1996	11/26/1996		P	0	0
ROUGH PLUMBING - TOTAL	1	LW	3/3/1994	3/4/1994		P	0	0
ROUGH ELECTRIC - TOTAL	1	WJ	11/2/1993	11/2/1993		P	0	0
FRAMING	1	JP	7/12/1993	7/13/1993		P	0	0
STEEL-COLUMN	1	JP	7/12/1993	7/13/1993		P	0	0

PLAINTIFF'S EXHIBIT 3 Page 3 of 3

PERMIT INFORMATION

PERMIT NO	89101893	**STATUS**	Expired
TYPE	07		
APPLIED DATE	8/9/1989	**OPERATOR**	Convert
ISSUED DATE	10/24/1989	**OPERATOR**	Convert
MASTER NO		**PROJECT NO**	
C.O. NUMBER		**OPERATOR**	
C.O. ISSUED			
C-404 TYPE		**USAGE CLASS**	N/A
APPLIED VALU	500	**UNITS**	0
CALC VALU	0	**CONTRACTOR**	

PROPERTY INFORMATION

PARCEL ID	00246221001200
BLDG NUMBER	
ADDRESS	BK 1 LT 12 PINE KEY YACHT
CITY	
STATE	**ZIP CODE**

OWNER INFORMATION

NAME	NEWSOM KENNETH ALLEN				
ADDRESS	PO BOX 1408				
CITY	BIG PINE KEY			**TYPE**	Private
STATE	FL	**ZIP CODE**	33043		

MISCELLANEOUS INFORMATION / NOTES

APP FEE PD $250.00 #461003 8-9-89
APP FEE L/C AND FILL $105.00 #460868
8-9-89
IMPACT FEES HAVE BEEN WAIVED 8-11-89 TS
RADON PD $13.58 #465318 10-24-89
---SFR 1358SF OPEN PORCH AND STAIRS
240SF SLAB UNDER HOUSE 1358SF.
HRS APPR. K-278-89 ZONE AE PANEL 1536F
ELEV. 8' ABOVE MSL. AQUEDUCT AND NO A/C
NATIVE STREET TREE INSPECTION REQUIRED
PRIOR TO CO. BIO REC. APPR. AS PER
MONROE COUNTY CODE DLS. 9-19-89.
1.USE EXISTING VEGETATION FOR REQUIRED
NATIVE CANOPY STREET TREE. 2.ADHERE TO
ALL LAND CLEAR,BUFFER AND FILL

CONDITIONS. CERT. OF ELEV. REQUIRED WITHIN 21 DAYS OF ESTABLISHING HEIGHT OF FINISHED FLOOR. ACC. TO SEC. 9.5-395 ALL OUTDOOR LIGHTING WITHIN 25' OF ANY BODY OF WATER SHALL BE CUTOFF LIGHTS AND SHALL NOT EXCEED 18' ABOVE GRADE. THIS PERMIT ISSUED UNDER 6-5-89 PRELIMINARY FLOOD MAPS-INSURANCE INDUSTRY WILL ADOPT MAPS 10-17-89-THIS MAY AFFECT YOUR FLOOD INSURANCE.
---EXOTIC VEGETATION APPR. FOR REMOVAL DLS. 9-19-89 1.CLEARING AUTHORIZED FOR HOUSE,SEPTIC AND DRIVEWAY ONLY.
2.ALL JOEWOOD,KEY THATCH AND SILVER THATCH IN CONSTRUCTION AREA SHALL BE SUCCESSFULLY TRANSPLANTED ON SITE OR RELOCATED BY A QUALIFIED NURSERY OR PERSON. ANY RELOCATION RECEIPTS SHALL BE RETURNED TO BIO. BEFORE FINAL CO. WILL BE ISSUED. 3.A TEN FOOT WIDE BOUNDARY BUFFER SHALL REMAIN ALONG ENTIRE NORTH BOUNDARY OF LOT. BUFFER SHALL CONSIST OF 2 CANOPY, 1 UNDERSTORY AND 8 SHRUBS. ALL PLANT MATERIALS SHALL BE OF NATIVE KEYS SPECIES. USE EXISTING VEGETATION.
4.REMOVE ALL AUSTRALIAN PINES AND BRAZILIAN PEPPER.
---50CY FILL-BIO REC. APPR. AS PER MONROE COUNTY CODE DLS. 9-19-89
1.FILL AUTHORIZED FOR SEPTIC ONLY.

INSPECTION INFORMATION FOR PERMIT 89101893

REQUEST INSPECTIONS

TYPE	NUM	INSPECTOR	SCHED DATE	INSP DATE	INSP TIME	RES	CONFIRM	NOTES
INVESTIGATION	1	LW	10/1/1992	10/2/1992		P	0	0
STEEL-COLUMN	1	JP	12/18/1990	12/19/1990		P	0	0
STRUCTURAL BEAM	1	JP	12/18/1990	12/19/1990		P	0	0
TEMPORARY POLE	1	JS	9/11/1990	9/11/1990		P	0	0
STEEL-AUGER	1	JP	4/20/1990	4/20/1990		P	0	0

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PLAINTIFF'S EXHIBIT 5 Page 3 of 3

MONROE COUNTY PROPERTY RECORD CARD
ALTERNATE KEY: 1314251

Run: 7/19/2001 9:01AM Page: 1

Rc#

NEWSOM KENNETH ALLEN &
NEWSOM ALICIA T/C
P O BOX 1408
BIG PINE KEY FL 33043

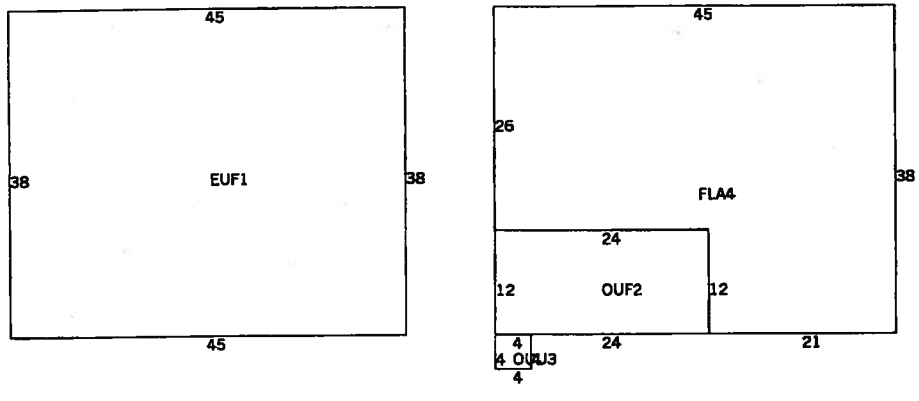
PARCEL 00246221-001200 26-66-29 NBHD 543
ALT KEY 1314251 MILL GRP 100H PC 01
PHYSICAL ADDR: 2480 1 12 UNIT:
Business Name:

LEGAL DESCRIPTION
BK 1 LT 12 PINE KEY YACHT CLUB ESTATES BIG PINE KEY PB6-98 OR531-183 OR564-68 OR560-871 OR823-523 OR1185-115QC(CSP) OR1589-1462/66F/J(CMS)

LAND DATA 1.35

LINE	USE	FRONT	DEPTH	NOTES	ZONING	# UNIT	TYPE	RATE	DEPTH	LOC	SHP	PHYS	CLASS	JUST VALUE
1	010D	60		100B1 L12	IS	6000.00	SF	4.00	1.00	1.00	1.00	1.00	0	24000
												TOTAL	0	24000

Building Sketch



= 1 of 1

1 R45U38L45D38.R55

2 R24U12L24D12.

3 R4D4L4U4.R24

4 R21U38L45D26R24D12.

tabbies
PLAINTIFF'S EXHIBIT
1 of 3
13

BUILDING CHARACTERISTICS

APPRAISER ID 042 APPRAISED ON 1/01/2000 INSPECT DATE 1/07/2000 NEXT REVIEW 1/07/2003
BUILDING NBR 1
EFF AGE GROUP 1 CONDITION G YEAR BUILT 1999 FUNCT OBSOLES .000
QUALITY GRADE 350 ARCH DESIGN LOC OBSOLES .000
IMPROVEMENT TYPE R1 PERIMETER 166 GRND FLR AREA 1422 NORMAL DEPR 0.0100

SECTION TYPE	ID	EXTERIOR WALL TYPE	NBR STORIES	ROLL YR	ATTIC FINISH	BASEMENT%	FINISHED BASEMENT%	FLR AREA	SECTION
EUF	1	01WD FRAME	1.00	2000	0.00	0.00	0.00	1710	
OUF	2	01WD FRAME	1.00	2000	0.00	0.00	0.00	288	
OUU	3	01WD FRAME	1.00	2000	0.00	0.00	0.00	16	
FLA	4	01WD FRAME	1.00	2000	0.00	0.00	0.00	1422	

BLDG # 1 REFINEMENTS

ROOF TYPE	4	BEDROOMS	3	FIREPLACES	0	BUILT-IN KITCHEN	0
ROOF COVER	3	2FIXBATH	0	DISHWASHER	0	AIRCONDITIONING	N
FOUNDATION	6	3FIXBATH	2	VACUUM	0	GARBAGE DISPOSAL	0
INT FINISH	WALL 3 FLOOR 2	4FIXBATH	0	INTERCOM	0	COMPACTOR	0
TYPE HEAT	0	XFIXTURES	3	SECURITY	0		
SRC HEAT	0						

MISCELLANEOUS IMPROVEMENTS

NBR	TYPE	X	NUMBER	UNITS	TYPE	LENGTH	WIDTH	YEAR	GRADE	LIFE	RCN VALUE	DEPR VALUE	
1	UB2	1	144.00	SF		12.0	12.0	1998	2	50	2,232	2,098	
	---- TOTAL DEPRECIATED VALUE:											2,098	2,098

APPRAISER NOTES

THE QUALITY GRADE ON THIS HOUSE SHOULD BE 450, BUT IT IS 350 BECAUSE THE INTERIOR OF THE HOUSE IS UNFINISHED, BUT THE OWNER HAS BEEN LIVING IN THE HOUSE FOR THE LAST 3 YEARS.

BUILDING PERMITS

LINE	BLDG	NUMBER	ISSUE	COMPLETE	AMOUNT	DESCRIPTION

VALUE METHOD = COST VALUE CODE = 0 VALUE TYPE =

HISTORY OF TAXABLE VALUES

TAX YEAR	VM	JUST LAND	CLASS LND	BLDG	MISC/EQIP	JUSTVALUE	ASSDVALUE	EXEMPT	TAX VALUE
11/01/1982	1	3814	0	0	0	3814	0	0	3814
11/01/1983	1	3814	0	0	0	3814	0	0	3814
11/01/1984	1	4200	0	0	0	4200	0	0	4200
11/01/1985	1	4200	0	0	0	4200	0	0	4200
11/01/1986	1	3000	0	0	0	3000	0	0	3000
11/01/1987	1	3000	0	0	0	3000	0	0	3000
11/01/1988	1	3000	0	0	0	3000	0	0	3000
11/01/1989	1	5100	0	0	0	5100	0	0	5100
11/01/1990	1	6900	0	0	0	6900	0	0	6900
11/01/1991	1	5400	0	0	0	5400	0	0	5400
/1992	1	5400	0	0	0	5400	0	0	5400
1993	1	5400	0	0	0	5400	0	0	5400
1994	1	5400	0	0	0	5400	0	0	5400
1995	1	5400	0	0	0	5400	0	0	5400
1996	1	5400	0	0	0	5400	0	0	5400
1997	1	5400	0	0	0	5400	0	0	5400
1998	1	5400	0	0	0	5400	0	0	5400
1999	1	5400	0	0	0	5400	0	0	5400
2000	1	7500	0	85108	1679	94287	0	0	94287

tabbies PLAINTIFF'S EXHIBIT 6 2 of 3

SALES HISTORY

O.R. BOOK	O.R. PAGE	SALE DATE	INSTRUMENT	TRAN CODE	QUAL UNQUAL	VAC IMPR	SALE PRICE	APPR VALUE	CHG DATE
823	523	11/01/1980	WD	WARRANTY D0	Q qualified	V	5,500	0	/ /

MEMORANDUM

Reviewed ___

TO: Joe Paskalik, Building Official

FROM: MSP Windsor

SUBJECT: Unsafe Structure Referral

DATE: 10/29/08

Attached please find photographs/documents regarding Code Enforcement Case CE 08100108 for your review.

Owner/ Tenant: Newsom Physical Address: 30083 Pine Channel Rd, BPK

KEY: RE: 0024a221 LOT: BK: SUB:

Comments: 001200

Habitation Prior to Required inspections and issuance of Certificate of Occupancy. Completion Agreement not adhered to. Permit for construction is now null and void.

I have reviewed the documents/photographs provided to me regarding the above Code Enforcement Case.

It is my opinion, based upon these documents/photographs that the structure is:

__X__ Unsafe and will /will not require a building permit to bring violation into compliance

_____ Not being maintained in a safe and sanitary condition and is in violation of MCC 6-4(A)(C) The Standard Unsafe Building Abatement Code as adopted.

Joe Paskalik

Joe Paskalik, Building Official

K6

PLAINTIFF'S EXHIBIT 1

MONROE COUNTY CODE ENFORCEMENT
NOTICE OF VIOLATION/NOTICE OF HEARING

TO: Keneth Allen Newsom &
Alicia Newsome T/C
30083 Pine Channel Road
Big Pine Key, FL 33043

CASE NUMBER: CE08100108

RE NUMBER: 00246221001200
LOCATION : 30083 PINE CHANNEL ROAD
BIG PINE KEY, FL 33043

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an inspection of the above referenced property on 10/22/08 found violations of the following Monroe County Section(s):

6-18(D)
FAILURE TO COMPLY WITH CONDITIONS OF PERMIT 921-5187 AND THE COMPLETION AGREEMENT DATED JUNE 11. 1996.

Corrective Action Required:
Contact the Monroe County Building Department regarding the conditions of your permit.

6-33
A NEW PERMIT IS REQUIRED BY MONROE COUNTY BEFORE WORK MAY PROCEED ON THIS PROPERTY.

Corrective Action Required:
All work is to cease until a new permit is obtained. Contact the Monroe County Building Department to obtain the permit. Fnal inspections are required on all permits.

6-4(b)
THIS PROPERTY HAS BEEN DEEMED UNSAFE BY THE BUILDING OFFICIAL DUE TO THE LACK OF VALID PERMIT(S), APPROVAL(S) AND INSPECTION(S), AND THE LACK OF A CERTIFICATE OF OCCUPANCY.

Corrective Action Required:
All such unsafe buildings shall be abated by repair and re-habilitation or by demolition. Permit and inspections are required. NO EXTRA TIME IS GIVEN TO COMPLY AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEALTH, SAFETY AND WELFARE.

6-41(a)
THE STRUCTURE ON YOUR PROPERTY HAS NOT RECEIVED THE REQUIRED INSPECTIONS AND A CERTIFICATE OF OCCUPANCY FOR HABITATION. THEREFORE LONG TERM AND/OR SHORT TERM TENANCIES THAT INVOLVE HABITATION, INCLUDING BUT NOT LIMITED TO EATING, SLEEPING AND BATHING ARE PROHIBITED ON THIS PROPERTY.

Corrective Action Required:
Contact the Monroe County Building Department and obtain a final inspection so a Certificate of Occupancy can be issued.

6-41(b)
THE BUILDING OFFICIAL HAS DEEMED THAT INSPECTIONS ARE NECESSARY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY ON THIS PROPERTY.

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Corrective Action Required:
Contact the Monroe County Building Department and obtain all necessary inspections and/or permits which are required for a Certificate of Occupancy.

TO AVOID FINES AND/OR COSTS OF prosecution as per Chapter 162 F.S. all violations noted above must be corrected by 12/09/2008

IT IS YOUR RESPONSIBILITY TO CALL YOUR INSPECTOR AND REQUEST A RE-INSPECTION. If you fail to correct the above described violation(s) by the above date, or if you wish to contest the alleged violation(s), you must appear before the Special Magistrate as stated below.

** NOTICE OF ADMINISTRATIVE HEARING **

PLEASE TAKE NOTICE that a Public Hearing will be conducted by the Special Magistrate in the above case on 01/29/2009 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida. The purpose of this hearing is to determine if in fact, a violation currently exists, the appropriate action to be taken, and any fines or penalties to be imposed. YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED ON YOUR PROPERTY You may appear in person and/or be represented by an attorney. If you are represented by an attorney, your attorney is required to file a written notice of appearance with this office prior to the hearing.

*IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based.

Should you seek a continuance of your administrative hearing, the presiding officer may grant a continuance of a hearing for good cause shown. Except in cases of emergency, requests for continuance must be made at least FIVE working prior to the date noticed for the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing. Contact the office of the Liaison for the Special Magistrate to submit your request.

Pursuant to F.S. Chapter 162.09(2)(d), your failure to correct the violation(s) may result in the impositon of a fine, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1).

Date: 12/09/08

K Windsor 305-289-2586
WINDSOR, KATHLEEN
Code Enforcement Inspector

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified mail, Return receipt Request No. 7006 2150 0001 4769 3371

Nicole Kobuck, Liaison
Code Enforcement Department

Please contact your inspector at the appropriate
Lower Keys: 1100 Simonton St., (Rm. 1-171),
Key West, FL 33040 - (305)292-4495
Middle Keys: 2798 Overseas Hwy.
Marathon, FL 33050 - (305)289-2810
Upper Keys: 88820 Overseas Hwy.Tavernier, FL 33070 (305)852-7135

If you are a person with a disability who needs any accommodation in order to participate, you are entitled, at no extra cost to you, to the provision of certain assistance. Please contact this office at (305)289-2509 within 2 days of your receipt of this notice. If you are hearing impared, please call 711.

Monroe County Code Enforcement
Office of the Liaison
2798 Overseas Hwy.
Marathon, FL 33050
Phone: (305)289-2509
(305)289-2858

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE

MONROE COUNTY, FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:

CEB Number: CE Newsom 08100108

RRR# 7006 2150 0001 4769 3371

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keneth Allen Newsom &
Alicia Newsome T/C
30083 Pine Channel Road
Big Pine Key, FL 33043
SM CE08100108

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 2150 0001 4769 3371

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7006 2150 0001 4769 3371

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Postmark Here

MARATHON FL

Sent To: Keneth Allen Newsom &
Alicia Newsome T/C
Street, Apt. No., or PO Box No.: 30083 Pine Channel Road
City, State, ZIP+4: Big Pine Key, FL 33043
SM CE08100108

PS Form 3800, August 2006 See Reverse for Instructions

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UNITED STATES POSTAL SERVICE

Track & Confirm

Search Results

Label/Receipt Number: **7006 2150 0001 4769 3371**
Status: **Delivered**

Your item was delivered at 12:37 PM on December 17, 2008 in BIG PINE KEY, FL 33043.

Additional Details > Return to USPS.com Home >

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

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BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
LARRY J. SARTIN
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. KENETH ALLEN NEWSOM and ALICIA NEWSOM T/C Respondents.	)	Case No. CE08100108

FINAL ORDER

This case was heard at public hearing before the Code Enforcement Special Magistrate on January, at the Monroe County Government Regional Center, located at 2798 Overseas Highway, Marathon, Florida. Having fully considered the evidence presented at hearing, including testimony of witnesses under oath, the following findings of fact and conclusions of law are made:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Respondents are the owners of record of property located at:

   BK 1 LT 12 PINE KEY YACHT CLUB ESTATES BIG PINE KEY.

   RE#: 00246221-001200

2. The Respondents were duly noticed of the hearing; and

3. The above-described property is in violation of the Monroe County Code as described in Exhibit "A," which is attached hereto and incorporated herein.

Therefore it is

ORDERED AND ADJUGED:

1. Respondents are found to be in violation of the Monroe County Code as described in Exhibit "A", and are ordered to correct all violations on or before July 30, 2009 (hereinafter

referred to as the "Compliance Date") and attend a compliance/review hearing to be held on July 30, 2009.

2. Upon complying, Respondents shall notify the Code Inspector in this case, who shall re-inspect the property and, if the property is determined by the Code Inspector to be in compliance, notify the Code Enforcement Department.

3. Noncompliance by the Compliance Date may result in the imposition of a fine for each Code violation and for each day after the Compliance Date that Respondents are in violation.

4. Pursuant to Section 162.07, Florida Statutes, costs in an amount to be determined at the conclusion of this case are hereby levied for the administrative recovery of the costs of prosecuting and investigating this matter. Costs will continue to accrue until compliance is achieved.

5. In the event of nonpayment of fines and costs imposed on Respondents, a certified copy of an order imposing fine may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violators.

DONE AND ORDERED at the Division of Administrative Hearing, Tallahassee, Florida, this 24 day of February, 2009.

Larry J. Sartin
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Larry J. Sartin, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of February, 2009.

Elma Williams
Notary Public

Elma Williams
Commission # DD481642
Expires December 2, 2009
Bonded Troy Fain Insurance Inc 800-385-7019

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NOTICE OF RIGHT TO JUDICIAL REVIEW

This Final Order may be appealed pursuant to Section 162.11, Florida Statutes, by an aggrieved party, including Monroe County. Any such appeal will be limited to appellate review of the record created before the Special Magistrate. Any appeal must be filed with the Circuit Court within 30 days of the date of the execution of this Final Order.

EXHIBIT "A"

VIOLATIONS:

COUNT 1. Section 6-18(d). Failure to comply with conditions of permit 921-5187 and the completion agreement dated June 11. 1996.

COUNT 2. Section 6-33. A new permit is required by monroe county before work may proceed on this property.

COUNT 3. Section 6-4(b).This property has been deemed unsafe by the Building Official due to the lack of valid permit(s), approval(s) and inspection(s), and the lack of a Certificate of Occupancy.

COUNT 4. Section 6-41(a).The structure on your property has not received the required inspections and a certificate of occupancy for habitation. Therefore long term and/or short term tenancies that involve habitation, including but not limited to eating, sleeping and bathing are prohibited on this property.

COUNT 5. Section 6-41(b). The building official has deemed that inspections are necessary prior to the issuance of a certificate of occupancy on this property.

CORRECTIONS:

COUNT 1. Contact the Monroe County Building Department regarding the conditions of your permit.

COUNT 2. All work is to cease until a new permit is obtained. Contact the Monroe County Building Department to obtain the permit. Final inspections are required on all permits.

COUNT 3. All such unsafe buildings shall be abated by repair and re-habilitation or by demolition. Permit and inspections are required. NO EXTRA TIME IS GIVEN TO COMPLY AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEALTH, SAFETY AND WELFARE.

COUNT 4. Contact the Monroe County Building Department and obtain a final inspection so a Certificate of Occupancy can be issued.

COUNT 5. Contact the Monroe County Building Department and obtain all necessary inspections and/or permits which are required for a Certificate of Occupancy.

CONTACT YOUR CODE INSPECTOR UPON COMPLIANCE
Upper Keys (305) 453-8806
Middle Keys (305) 289-2810
Lower Keys (305) 292-4495

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I HEREBY CERTIFY that a true and correct copy of the above has been furnished to the Respondents via first class mail at 30083 Pine Channel Road, Big Pine Key, FL 33043 this 13th day of February, 2009.

Nicole Petrick
Code Enforcement Liaison

Please make check or money order payable to Monroe County Code Enforcement and mail to 2798 Overseas Highway, Marathon, FL 33050.

MONROE COUNTY ***LIVE***

Item 1 of 1 PERMIT RECEIPT OPERATOR: antetomj
COPY # : 1

Sec:26 Twp:66 Rng:29 Sub: Blk: Lot:
RE: .....: 00246221001200

DATE ISSUED.....: 12/31/2008
RECEIPT #.....: 119040
REFERENCE ID # ...: 92105187

SITE ADDRESS .....: BK 1 LT 12 PINE KEY YACHT
SUBDIVISION .....:
CITY .....:
IMPACT AREA .....:

OWNER .....: NEWSOM KENNETH ALLEN
ADDRESS .....: PO BOX 1408
CITY/STATE/ZIP ...: BIG PINE KEY, FL 33043

RECEIVED FROM ....: SCHULZ REX
CONTRACTOR .....: LIC # *OWNER*
COMPANY .....: NEWSOM KENNETH ALLEN
ADDRESS .....: PO BOX 1408
CITY/STATE/ZIP ...: BIG PINE KEY, FL 33043
TELEPHONE .....:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B- REVIS-A	FLAT RATE	1.00	500.00	0.00	500.00	0.00
CONT-INVES	FLAT RATE	1.00	11.00	0.00	11.00	0.00
E- REVIS-A	UNITS	1.00	50.00	0.00	50.00	0.00
EDUCATION	FLAT RATE	1.00	25.00	0.00	25.00	0.00
P- REVIS-A	FLAT RATE	1.00	50.00	0.00	50.00	0.00
PF-BL01	FLAT RATE		185.00	185.00	0.00	0.00
PF-BL06	FLAT RATE		31.50	31.50	0.00	0.00
PF-BL10	FLAT RATE		35.00	35.00	0.00	0.00
PF-EL04	FLAT RATE		301.00	301.00	0.00	0.00
PF-PL04	FLAT RATE		160.00	160.00	0.00	0.00
R- REVIS-A	FLAT RATE	1.00	50.00	0.00	50.00	0.00
T- 2	FLAT RATE	1.00	20.00	0.00	20.00	0.00
TOTAL PERMIT :			1418.50	712.50	706.00	0.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	706.00	1099
TOTAL RECEIPT :	706.00	

VOICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
114	FRAMING	121	STAIRS
123	STEEL-COLUMN		

Permit #: 92105187 09/18/1992
Permit Type: COMPLETE SFR - PROJECT STARTED
Address: BK 1 LT 12 PINE KEY YACHT CLUB ESTATES BIG PI
Owner: NEWSOM KENNETH ALLEN

TO COMPLETE SFR ISSUED 10/24/89#891-1893
IN SHELL FORM.
IMPACT FEES HAVE BEEN WAIVED 8-11-89 TS
RADON PD $13.58 #465318 10-24-89
--SFR 1358SF OPEN PORCH & STAIRS 240SF
SLAB UNDER HOUSE 1358SF.
HRS APPR. K-278-89 ZONE AE PANEL 1536F
ELEV 8' ABOVE MSL. AQUEDUCT & NO A/C.
NATIVE STREET TREE INSPECTION REQUIRED
PRIOR TO C.O..
BIOLOGIST RECOMMENDS APPROVAL AS PER
MONROE COUNTY CODE DLS 9-19-89 DLS.
1. USE EXISTING VEGETATION FOR REQUIRED
NATIVE CANOPY STREET TREE.
2. ADHERE TO ALL LAND CLEAR, BUFFER &
FILL CONDITIONS.
CERTIFICATE OF ELEVATION REQUIRED WITHIN
21 DAYS OF ESTABLISHING HEIGHT OF
FINISHED FLOOR. ACCORDING TO SECTION
9.5-395 ALL OUTDOOR LIGHTING WITHIN 25'
OF ANY BODY OF WATER SHALL BE CUTOFF
LIGHTS AND SHALL NOT EXCEED 18' ABOVE
GRADE. THIS PERMIT ISSUED UNDER 6-5-89
PRELIMINARY FLOOD MAPS-INSURANCE
INDUSTRY WILL ADOPT MAPS 10-17-89-THIS
MAY AFFECT YOUR FLOOD INSURANCE.
---EXOTIC VEGETATION APPROVED FOR
REMOVAL DLS 9-19-89.
1. CLEARING AUTHORIZED FOR HOUSE,
SEPTIC AND DRIVEWAY ONLY.
2. ALL JOEWOOD, KEY THATCH AND SILVER
THATCH IN CONSTRUCTION AREA SHALL BE
SUCCESSFULLY TRANSPLANTED ON SITE OR
RELOCATED BY A QUALIFIED NURSERY OR
PERSON. ANY RELOCATION RECEIPTS SHALL
BE RETURNED TO THE BIOLOGIST BEFORE
FINAL CO.. WILL BE ISSUED.
3. A TEN FOOT WIDE BOUNDARY BUFFER
SHALL REMAIN ALONG ENTIRE NORTH BOUNDARY
OF LOT. BUFFER SHALL CONSIST OF TWO
CANOPY, ONE UNDERSTORY AND 8 SHRUBS.
ALL PLANT MATERIALS SHALL BE OF NATIVE
KEYS SPECIES. USE EXISTING VEGETATION.
4. REMOVE ALL AUSTRALIAN PINES AND
BRAZILIAN PEPPER.
---50CY FILL - BIOLOGIST RECOMMENS APPR.
AS PER MONROE COUNTY CODE DLS. 9-19-89
1. FILL AUTHORIZED FOR SEPTIC ONLY.
--HRS RENEWAL 9-17-92 K-246-92A
CERTIFICATE OF ELEVATION ON FILE 13.6'
ABOVE MSL. AQUEDUCT AND NO A/C.
------REVISION----
SHOW CEILING JOISTS IN BEDROOM. SEALED
DRAWINGS IN FILE. NO CHANGE IN FOOTPRINT
DCA EXEMPT
THIS HAS HAD AN APPR FRAMING INSP ON
7-13-93 BY JP. IT NOW FALLS UNDER
ORD.# 036-1993 -THIS MUST EITHER RECEIVE
A C.O. OR FINAL EXTERIOR INSP 2 YRS
FROM FEB 1994.LJ
REVISION 10/27/97 - RELOCATE STAIRS 5'
OUTSIDE OF FOOTPRINT OF SFR.
SEALED PLANS IN FILE.
BIOLOGIST RECOMMENDS APPROVAL 10/22/97
AS PER MONROE COUNTY CODE - DLS
11/20/97 COMPLETION AGREEMENT - FINAL
EXTERIOR OR CO BY 4/97 - NOT COMPLETE
REFERRED TO CODE ENFORCMENT
****
REVISION "A" 12/30/2008 MKT
RENEW PERMIT TO COMPLETE AND FINAL INSPECTIONS.
DOH FINAL IN FILE.
CERTIFICATE OF ELEVATION IN FILE.
PER OWNER: HE WILL NOT BE APPLYING FOR AFFORDABLE
HOUSING. THEREFORE IMPACT FEES ARE DUE PRIOR TO
CERTIFICATE OF OCCUPANCY.
ALL CONDITIONS OF ORIGINAL PERMIT APPLY.
INSPECTIONS REQUIRED

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DEEMED NON-DEVELOPMENT
DCA EXEMPT
REVISION "A" ISSUED 12/31/2008

SUBCONTRACTORS/PRIVATE PROVIDER/ENGINEERS/AGENTS

ID	BUSINESS NAME	STATE/COUNTY CERT #

NO SUBCONTRACTORS ASSIGNED

PLAN REVIEWS COMPLETED

* NO PLAN REVIEWS *

INSPECTIONS REQUIRED

.BI99 - FINAL LANDSCAPING
BL11 - FRAMING
BL27 - STAIRS
BL37 - STEEL-COLUMN
BL85 - ROOFING (IN PROCESS)
CE - CERTIFICATE OF ELEVATION
EL04 - ROUGH ELECTRIC - TOTAL
EL09 - UNDERGROUND ELECT
HRS - FINAL H.R.S. APPROVAL - SEPTIC
PL01 - ROUGH PLUMBING - TOTAL

BEFORE THE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

KENNETH ALLEN AND
ALICIA NEWSOM T/C

Respondent(s).

Case No. CE 08100108

Subject Property Real Estate Number:
00246221-001200

Doc# 1754119 08/06/2009 11:34AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Enforcement Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) ~~and~~/or Authorized Representative _____ were/~~were not~~ present and did/~~did not~~ contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(X) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing. The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and pursuant to Section 162.07 of Florida Statutes costs in an amount to be determined at the conclusion of this case are hereby levied for the administrative recovery of the costs of prosecuting and investigating this matter. Costs will continue to accrue until compliance is achieved and case is closed. Furthermore, the Respondent(s) shall comply with those Code(s) referred to in the Notice of Violation/Notice of Hearing on or before 7/30/09 ("THE COMPLIANCE DATE").

(X) In the event the violation(s) were or are not corrected on THE COMPLIANCE DATE PREVIOUSLY ORDERED or on THE COMPLIANCE DATE SET FORTH HEREIN, fine(s) in the amount of:

$ 6-18(b) $50.00 6-41(b) $50.00
6-4(b) $250.00
6-41(a) $50.00

Doc# 1754119
Bk# 2426 Pg# 594

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

( ) a one time fine of $ _____ is ORDERED, and the condition causing the violation(s) is found to present a threat to the public health, safety and welfare. It is further ordered, that the County is hereby authorized to make all reasonable repairs which are required to bring the property into compliance and charge the respondent(s) with cost of repairs including administrative recovery of the costs of prosecuting and investigating this matter.

( ) The Respondent(s) is/are ordered to attend a compliance/review hearing to be held on _____, 20____.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE ENFORCEMENT AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

In the event of nonpayment of fines and costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months. Please make checks payable to Monroe County Code Enforcement and mail to: Monroe County Code Enforcement, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

( ) The Respondent(s) were in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before THE COMPLIANCE DATE but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Enforcement within thirty (30) days of this Order.

(X) NO occupancy effective 7/30/09

DATED this 30TH day of JULY, 2009.

LARRY J. SARTIN, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMTITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER AND SERVICE

I hereby certify that this is a true ~~and correct copy~~ of the above Order and that a true and correct copy has been furnished to the Respondent(s) and/or Authorized Representative *via hand delivery* /*first class U.S. mail* to address of record with the Monroe County Property Appraiser's Office on this 31st day of July, 2009.

MONROE COUNTY
OFFICIAL RECORDS

Nicole M. Petrick, Code Enforcement Liaison

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA
IN AND FOR MONROE COUNTY

Kenneth Newsom,
Appellant,

v.

MONROE COUNTY, FLORIDA
Appellee.
_____/

Doc# 1785482 04/14/2010 4:10PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

CASE NO. CA-M-09-395
LT. No. CE08100108

FILED FOR RECORD
10 APR 13 AM 8:36
CLERK OF COURTS
MONROE COUNTY, FLA.

ORDER OF DISMISSAL

THIS CAUSE came before the Court upon Motion to Dismiss filed by Appellee, Monroe County, Florida. The Court having heard testimony of the parties, and being otherwise fully advised in the premises, it is thereupon

Doc# 1785482
Bk# 2461 Pg# 822

ORDERED AND ADJUDGED:

That the appellate action filed herein by Appellant be and the same is hereby dismissed.

DONE AND ORDERED in Chambers at Key West, Florida, this 8th day of April, 2010.

CIRCUIT JUDGE

Copies to:
Kenneth Newsom
Lisa Granger, Esq.

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Sylvia Murphy, Dist. 5
Mayor Pro Tem Danny L. Kolhage, Dist. 1
Heather Carruthers, Dist. 3
David Rice, Dist. 4
George Neugent, Dist. 2

KENNETH ALLEN NEWSOM
30083 PINE CHANNEL ROAD
BIG PINE KEY, FL 33043

Aug 06, 2014

Subject: Code Case: CE08100108
Location: 30083 PINE CHANNEL ROAD, BIG PINE KEY, FL 33043

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action and upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on **August 28, 2014**. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Traci Schoenrock at (305) 292-4498.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE08100108**
	)	
KENNETH ALLEN NEWSOM,	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 08/06/09, Book 2426, Page 594 on the property that was the subject of the code compliance action described as: 30083 PINE CHANNEL ROAD BIG PINE KEY, FL 33043, Monroe County, RE# 00246221-001200, and upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of **08/06/14** *is* **$641669.97** (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **August 28, 2014** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Lisa Granger
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0619310

CERTIFICATE OF SERVICE

I hereby certify that on this 12 day of August ,2014 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7012 2920 0000 8351 2219 to 30083 PINE CHANNEL ROAD BIG PINE KEY, FL 33043 .

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **KENNETH ALLEN NEWSOM,** Respondent(s).	)	Case No.: **CE08100108**

ORDER AUTHORIZING FORECLOSURE

A Order Imposing Penalty was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of August, 2014, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of August, 2014

Nicole M. Petrick, Liaison

Monroe County eGovPLUS

PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	92105187	RE	00246221001200
Permit Type	07	Balance Due	$1,634.00
Property Address	30083 PINE CHANNEL RD	Status	Open

Permit | Plan Reviews | Inspections | Fees | Contractors | All
ALL

PERMIT

PERMIT INFORMATION

Application Date	09-18-1992	Operator	Convert
Issued Date	01-29-1993	Operator	Convert
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	RES
Applied Value	68000	Units	0
Calculated Value	0	Contractor ID	OWNER

PROPERTY ON PERMIT

RE	00246221001200
Unit	
Address	30083 PINE CHANNEL RD
City/State/Zip	BIG PINE KEY, FL 33043

OWNER ON PERMIT

Name	NEWSOM KENNETH ALLEN
Address	PO BOX 1408
City/State/Zip	BIG PINE KEY, FL 33043
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

TO COMPLETE SFR ISSUED 10/24/89#891-1893
IN SHELL FORM.
IMPACT FEES HAVE BEEN WAIVED 8-11-89 TS
RADON PD $13.58 #465318 10-24-89
--SFR 1358SF OPEN PORCH & STAIRS 240SF
SLAB UNDER HOUSE 1358SF.
HRS APPR. K-278-89 ZONE AE PANEL 1536F
ELEV 8' ABOVE MSL. AQUEDUCT & NO A/C.
NATIVE STREET TREE INSPECTION REQUIRED
PRIOR TO C.O..

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BIOLOGIST RECOMMENDS APPROVAL AS PER
MONROE COUNTY CODE DLS 9-19-89 DLS.
1. USE EXISTING VEGETATION FOR REQUIRED
NATIVE CANOPY STREET TREE.
2. ADHERE TO ALL LAND CLEAR, BUFFER &
FILL CONDITIONS.
CERTIFICATE OF ELEVATION REQUIRED WITHIN
21 DAYS OF ESTABLISHING HEIGHT OF
FINISHED FLOOR. ACCORDING TO SECTION
9.5-395 ALL OUTDOOR LIGHTING WITHIN 25'
OF ANY BODY OF WATER SHALL BE CUTOFF
LIGHTS AND SHALL NOT EXCEED 18' ABOVE
GRADE. THIS PERMIT ISSUED UNDER 6-5-89
PRELIMINARY FLOOD MAPS-INSURANCE
INDUSTRY WILL ADOPT MAPS 10-17-89-THIS
MAY AFFECT YOUR FLOOD INSURANCE.
---EXOTIC VEGETATION APPROVED FOR
REMOVAL DLS 9-19-89.
1. CLEARING AUTHORIZED FOR HOUSE,
SEPTIC AND DRIVEWAY ONLY.
2. ALL JOEWOOD, KEY THATCH AND SILVER
THATCH IN CONSTRUCTION AREA SHALL BE
SUCCESSFULLY TRANSPLANTED ON SITE OR
RELOCATED BY A QUALIFIED NURSERY OR
PERSON. ANY RELOCATION RECEIPTS SHALL
BE RETURNED TO THE BIOLOGIST BEFORE
FINAL CO.. WILL BE ISSUED.
3. A TEN FOOT WIDE BOUNDARY BUFFER
SHALL REMAIN ALONG ENTIRE NORTH BOUNDARY
OF LOT. BUFFER SHALL CONSIST OF TWO
CANOPY, ONE UNDERSTORY AND 8 SHRUBS.
ALL PLANT MATERIALS SHALL BE OF NATIVE
KEYS SPECIES. USE EXISTING VEGETATION.
4. REMOVE ALL AUSTRALIAN PINES AND
BRAZILIAN PEPPER.
---50CY FILL - BIOLOGIST RECOMMENS APPR.
AS PER MONROE COUNTY CODE DLS. 9-19-89
1. FILL AUTHORIZED FOR SEPTIC ONLY.
--HRS RENEWAL 9-17-92 K-246-92A
CERTIFICATE OF ELEVATION ON FILE 13.6'
ABOVE MSL. AQUEDUCT AND NO A/C.
------REVISION----
SHOW CEILING JOISTS IN BEDROOM. SEALED
DRAWINGS IN FILE. NO CHANGE IN FOOTPRINT
DCA EXEMPT
THIS HAS HAD AN APPR FRAMING INSP ON
7-13-93 BY JP. IT NOW FALLS UNDER
ORD.# 036-1993 -THIS MUST EITHER RECEIVE
A C.O. OR FINAL EXTERIOR INSP 2 YRS
FROM FEB 1994.LJ
REVISION 10/27/97 - RELOCATE STAIRS 5'
OUTSIDE OF FOOTPRINT OF SFR.
SEALED PLANS IN FILE.
BIOLOGIST RECOMMENDS APPROVAL 10/22/97
AS PER MONROE COUNTY CODE - DLS
11/20/97 COMPLETION AGREEMENT - FINAL
EXTERIOR OR CO BY 4/97 - NOT COMPLETE
REFERRED TO CODE ENFORCMENT
****
REVISION "A" 12/30/2008 MKT
RENEW PERMIT TO COMPLETE AND FINAL INSPECTIONS.
DOH FINAL IN FILE.
CERTIFICATE OF ELEVATION IN FILE.

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PER OWNER: HE WILL NOT BE APPLYING FOR AFFORDABLE
HOUSING. THEREFORE IMPACT FEES ARE DUE PRIOR TO
CERTIFICATE OF OCCUPANCY.
ALL CONDITIONS OF ORIGINAL PERMIT APPLY.
INSPECTIONS REQUIRED
DEEMED NON-DEVELOPMENT
DCA EXEMPT
REVISION "A" ISSUED 12/31/2008
****

11/19/2014 MKT
RENEW PERMIT TO COMPLETE AND FINAL INSPECTIONS.
THE FOLLOWING IS NECESARY FOR A C.O.:
FINAL ELECTRIC
FINAL PLUMBING
FINAL BUILDING
FINAL CERTIFICATE OF ELEVATION
ALL CONDITIONS OF ORIGINAL PERMIT APPLY
DEEMED NON-DEVELOPMENT
DEO EXEMPT
RENEW OPENED 11/19/2014 MKT

PLAN REVIEWS

Details

Revision Stop	Number	Status	Status Date	Reviewer	Notes
BIOLOGIST	1				0
ELECTRICAL	1				0
BUILDING STRUCTURAL/ROOF	1				0
FINAL REVIEW	1				0
FLOOD PLAIN MANAGEMENT	1				0
MECHANICAL	1				0
BUILDING OFFICIAL	1				0
PLANNING	1				0
PLUMBING	1				0

FEES

FEE ID	UNITS	QUANTITY	FEE AMOUNT	PAID TO DATE
1A-I F	FLAT RATE	1.00	105.00	0.00
1A-I L	FLAT RATE	1.00	242.00	0.00
1A-I P	FLAT RATE	1.00	340.00	0.00
1A-I R	FLAT RATE	1.00	633.00	0.00
1A-I S	FLAT RATE	1.00	150.00	0.00
1A-I W	FLAT RATE	1.00	64.00	0.00
B- RENEW	FLAT RATE	1.00	50.00	50.00
B- REVIS-A	FLAT RATE	1.00	500.00	500.00
CONT-INVES	FLAT RATE	1.00	11.00	11.00
CO-RES	FLAT RATE	1.00	100.00	0.00
DBPR	UNITS	150.00	2.03	2.03
DBPR RE ED	UNITS	150.00	0.23	0.23
DCA	UNITS	150.00	2.03	2.03
DCA RE ED	UNITS	150.00	0.23	0.23
E- RENEW	FLAT RATE	1.00	50.00	50.00
E- REVIS-A	FLAT RATE	1.00	50.00	50.00
EDUCATION	FLAT RATE	1.00	25.00	25.00
P- RENEW	FLAT RATE	1.00	50.00	50.00
P- REVIS-A	FLAT RATE	1.00	50.00	50.00
PF-BL01	FLAT RATE	0.00	185.00	185.00
PF-BL06	FLAT RATE	0.00	31.50	31.50
PF-BL10	FLAT RATE	0.00	35.00	35.00
PF-EL04	FLAT RATE	0.00	301.00	301.00
PF-PL04	FLAT RATE	0.00	160.00	160.00
R- REVIS-A	FLAT RATE	1.00	50.00	50.00
T- 2	FLAT RATE	1.00	20.00	20.00

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TOTAL FEES:	$3,207.02
TOTAL PAID TO DATE:	$1,573.02
PENDING PAYMENT:	$0.00
BALANCE:	$1,634.00

CONTRACTORS

GENERAL CONTRACTOR

Owner / Contractor	NEWSOM KENNETH ALLEN
Address	PO BOX 1408
City/State/Zip	BIG PINE KEY, FL 33043

INSPECTIONS

TYPE	NUM	INSPECTOR	SCHED DATE	INSP DATE	INSP TIME	RES	CONFIRM	NOTES
FINAL MECHANICAL	1	MTC_MW	10-16-2015	10-15-2015		P	20185314	0
FINAL PLUMBING	2	MTC_MW	10-15-2015	10-15-2015		P	20185313	0
CERT OF ELEVATION-FINAL	1	MW	10-15-2015	10-15-2015		P	20185299	6
FINAL BUILDING	1	HK	06-22-2015	06-22-2015		P	20174300	0
FINAL ROOF	1	KOSTICH	05-29-2015	05-29-2015		P	20172109	1
FINAL PLUMBING	1		05-29-2015	05-29-2015		C	20172063	0
NOTICE OF COMMENCEMENT RCRD	1	MKT	12-06-2014	12-05-2014		P	20155103	0
XXXEXTENSION OTHER	1	MKT	11-19-2014	11-19-2014		P	20153675	0
FINAL ROOF	1	MWB	03-29-2010	03-29-2010		P	188130	0
DRYWALL	1	HK	10-12-2009	10-12-2009		P	174647	0
FRAMING	2	MWB	07-13-2009	07-13-2009		C	168279	0
INSULATION - ONLY	1	MWB	07-13-2009	07-13-2009		P	168280	0
FINAL H.R.S. APPROVAL - SEPTIC	1	MKT	12-30-2008	12-29-2008		P	155997	0
UNDERGROUND ELECT	1	WJ	01-25-1999	01-26-1999		P	0	0
STAIRS	1	FH	11-07-1997	07-02-1999		P	0	0
FINAL LANDSCAPING	1	DS	12-02-1996	12-02-1996		P	0	0
ROOFING (IN PROCESS)	1	AF1	11-25-1996	11-26-1996		P	0	0
ROUGH PLUMBING - TOTAL	1	LW	03-03-1994	03-04-1994		P	0	0
ROUGH ELECTRIC - TOTAL	1	WJ	11-02-1993	11-02-1993		P	0	0
FRAMING	1	JP	07-12-1993	07-13-1993		P	0	0
STEEL-COLUMN	1	JP	07-12-1993	07-13-1993		P	0	0
POWER/SERVICE ENTRANCE	1	MKL		11-09-2015		P		0
CERT OF ELEVATION-PRELIMINARY	1	JP		12-30-2008		P	0	0

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Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

Case Information

Case Number	CE08100108	Origination	3 - LETTER
RE	00246221001200	Board	SM - SPECIAL MAGISTRATE
Address	30083 PINE CHANNEL ROAD	Total Fines	844200.00000

Ordinance	Date Ordered	Comply By	Fine Start	Daily Fine	Settle Amount	Paid Amount
6-41(b)	07/30/2009	07/30/2009	07/30/2009	50.00000	0.00	0.00
6-4(b)	07/30/2009	07/30/2009	07/30/2009	250.00000	0.00	0.00

Fine Details

Ordinance Code	6-18(D)		
Date Ordered	07/30/2009	Comply By	07/30/2009
Fine Start	07/30/2009	Daily Fine	50.00000
Number of Days	2412	Suspended Days	0
Current Fine	120600.00	Complied Date	
Settle Amount	0.00	Settle Date	
Amount Paid	0.00	Date Paid	

☑ Continuous

3 counts running 350.00 per day

Printed 3/7/16 KW

Suspended Days

Stop Date	Restart Date

Suspend Days

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Sec. 6-145. - Certificate of occupancy.

(a) *Required.* No new building shall be occupied or a change made in the occupancy of an existing building until after the building official has issued a certificate of occupancy. WAS 6-41 (A)

(b) *Issuance of certificate of occupancy.* Upon completion of construction of a building or structure and installation of electrical, gas, mechanical, and plumbing systems and after final inspections, the building official shall issue a certificate of occupancy if he verifies that the completed construction under the applicable permit:

(1) Was found in compliance with the Florida Building Code and this chapter;

(2) Was found in compliance by the planning director with part II of this Code;

(3) Was found in compliance with fire prevention and life and safety codes by the fire marshal, where applicable; and

(4) That any on-site sewage disposal and treatment received an approved final inspection, where applicable.

(c) *Debris removal.* No certificate of occupancy shall be issued unless all construction debris is removed from the site.

(d) *Revocation of certificate of occupancy.* The building official may revoke any certificate of occupancy, if a false statement is contained in the permit application upon which the certificate is issued or if subsequent use does not conform with the land use (zoning) district in which the structure is located.

(e) *Temporary certificate of occupancy.* The building official may issue a temporary certificate of occupancy for no more than 12 months for portions of a building that, in his determination, may be safely occupied prior to final completion of the building.

(Code 1979, § 6-41; Ord. No. 010-2002, § 8)

WAS Renumbered by Municode

Sec. 6-101. - Building permit application process.

(a) *Application.* An applicant for a building permit shall submit a completed application on a form approved by the building official along with a nonrefundable fee, if required by this chapter, and any other drawings, diagrams, and materials required by the building official to ensure compliance with the Florida Building Code and this chapter. The application shall be signed by the owner of the property or his authorized agent. No application shall be accepted for processing that is not deemed complete, that includes payment of all required fees, without the express written approval of the building official.

(b) *Agents for owner builders.* In accordance with F.S. ch. 489, an agent may not apply for, nor be issued a permit on behalf of an owner builder.

(c) *Permit issuance.* A building permit shall only be issued if the building official finds that it is consistent with the Florida Building Code and this chapter and is compliant with part II of this Code, as determined by the planning director.

(d) *Permit conditions.* The building official may place conditions on a permit as are necessary to ensure development is carried out in compliance with all applicable regulations. Violation of a permit condition shall be a violation of this chapter. — was 6-18(D)

(e) *Inspection prior to issuance of a permit.* Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing system for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

(Code 1979, § 6-18; Ord. No. 010-2002, § 6)

Was Renumbered by municode

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1314251 **Parcel ID:** 00246221-001200

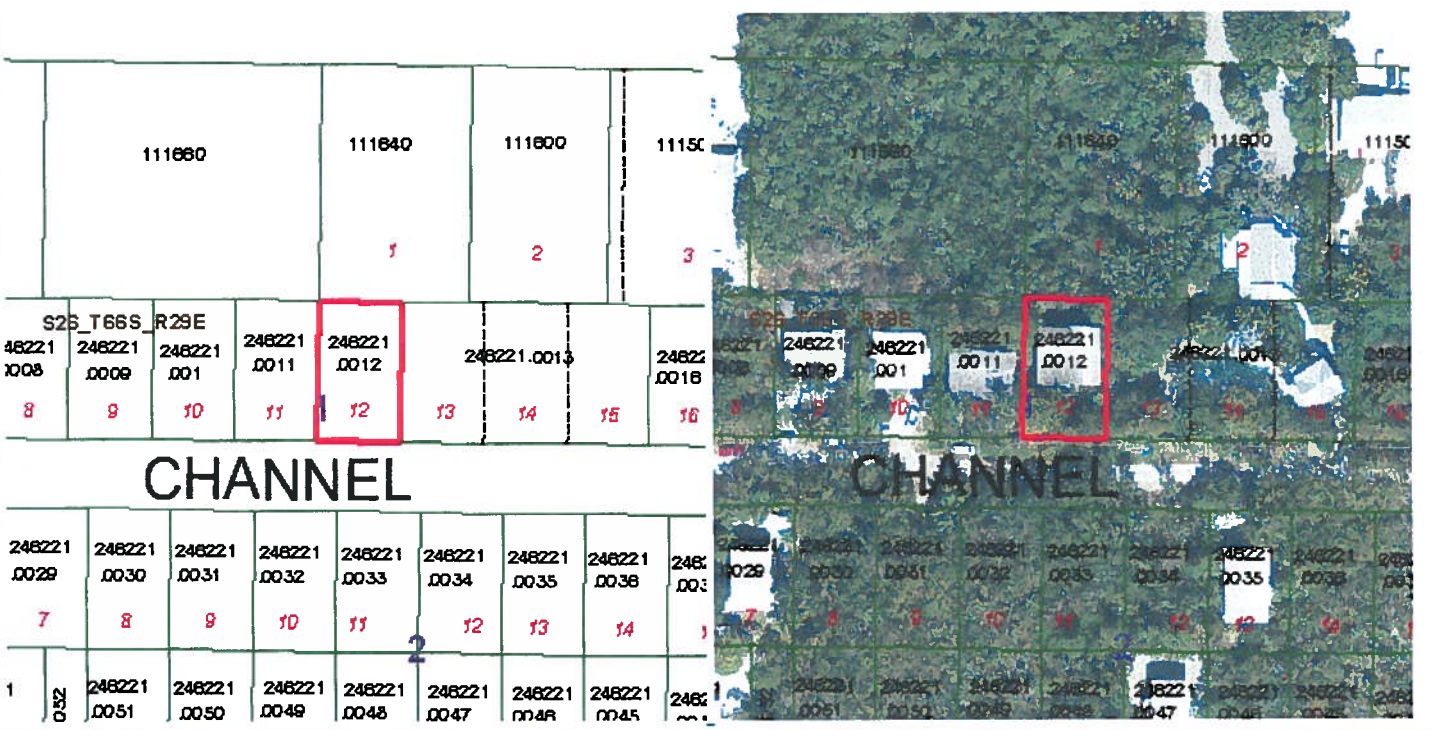
Ownership Details

Mailing Address:
NEWSOM KENNETH ALLEN
30083 PINE CHANNEL RD
BIG PINE KEY, FL 33043-3344

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 100H
Affordable Housing: No
Section-Township-Range: 26-66-29
Property Location: 30083 PINE CHANNEL RD BIG PINE KEY
Subdivision: PINE KEY YACHT CLUB ESTATES
Legal Description: BK 1 LT 12 PINE KEY YACHT CLUB ESTATES BIG PINE KEY PB6-98 OR531-183 OR564-68 OR560-871 OR823-523 OR1185-115 OR1589-1462/66F/J OR2530-367/68

Click Map Image to open interactive viewer



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Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	60	100	6,000.00 SF

Building Summary

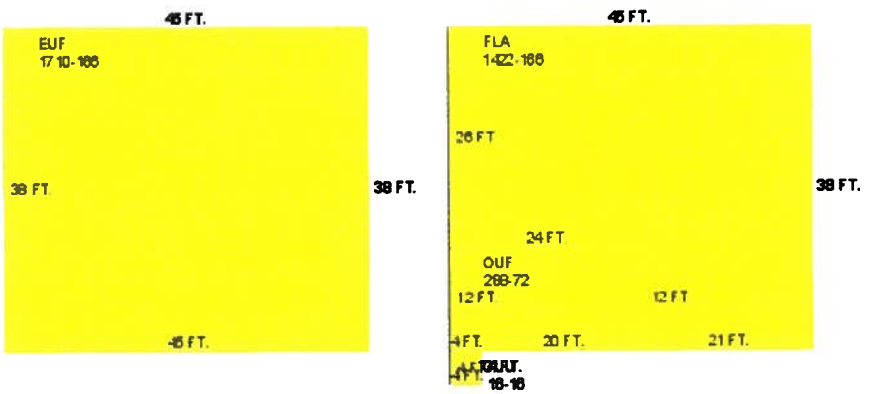
Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1422
Year Built: 1999

Building 1 Details

Building Type R1 **Condition** A **Quality Grade** 450
Effective Age 16 **Perimeter** 166 **Depreciation %** 18
Year Built 1999 **Special Arch** 0 **Grnd Floor Area** 1,422
Functional Obs 0 **Economic Obs** 0

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.
Roof Type IRR/CUSTOM **Roof Cover** ASPHALT SHINGL **Foundation** CONC PILINGS
Heat 1 NONE **Heat 2** NONE **Bedrooms** 3
Heat Src 1 NONE **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	EUF		1	1999			0.00	0.00	1,710

2	OUF		1	1999		0.00	0.00	288
3	OUU		1	1999		0.00	0.00	16
4	FLA	1:WD FRAME	1	1999	N	0.00	0.00	1,422

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	UB2:UTILITY BLDG	144 SF	12	12	1997	1998	2	50

Appraiser Notes

ACCESS LETTER SENT 8-12-2014-NO RESPONSE
THE QUALITY GRADE ON THIS HOUSE SHOULD BE 450, BUT IT IS 350 BECAUSE THE INTERIOR OF THE HOUSE IS UNFINISHED, BUT THE OWNER HAS BEEN LIVING IN THE HOUSE FOR THE LAST 3 YEARS. 2001-09-19 CHANGED QUALITY FROM 350 TO 450

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	92105187	01/29/1993	12/30/1999	68,000		TO COMPLETE SFR ISSUED 10/24/89 IN SHELL FORM

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	158,971	1,620	58,283	218,874	187,330	0	218,874
2014	110,499	1,518	58,283	170,300	170,300	0	170,300
2013	113,473	1,562	42,945	157,980	157,980	0	157,980
2012	113,359	1,607	36,810	151,776	151,776	0	151,776
2011	111,615	1,652	35,276	148,543	148,543	0	148,543
2010	113,359	1,696	57,000	172,055	172,055	0	172,055
2009	163,935	1,741	78,000	243,676	243,676	25,000	218,676
2008	163,333	1,786	111,000	276,119	276,119	25,000	251,119
2007	205,093	1,830	112,500	319,423	319,423	25,000	294,423
2006	224,451	1,875	133,500	359,826	359,826	25,000	334,826
2005	224,451	1,920	133,500	359,871	359,871	25,000	334,871
2004	154,795	1,964	27,000	183,759	183,759	0	183,759
2003	154,795	2,009	24,000	180,804	180,804	0	180,804
2002	92,200	2,053	24,000	118,253	118,253	0	118,253
2001	85,108	2,098	24,000	111,206	111,206	0	111,206
2000	85,108	1,679	7,500	94,287	94,287	0	94,287
1999	0	0	5,400	5,400	5,400	0	5,400
1998	0	0	5,400	5,400	5,400	0	5,400
1997	0	0	5,400	5,400	5,400	0	5,400
1996	0	0	5,400	5,400	5,400	0	5,400

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1995	0	0	5,400	5,400	5,400	0	5,400
1994	0	0	5,400	5,400	5,400	0	5,400
1993	0	0	5,400	5,400	5,400	0	5,400
1992	0	0	5,400	5,400	5,400	0	5,400
1991	0	0	5,400	5,400	5,400	0	5,400
1990	0	0	6,900	6,900	6,900	0	6,900
1989	0	0	5,100	5,100	5,100	0	5,100
1988	0	0	3,000	3,000	3,000	0	3,000
1987	0	0	3,000	3,000	3,000	0	3,000
1986	0	0	3,000	3,000	3,000	0	3,000
1985	0	0	4,200	4,200	4,200	0	4,200
1984	0	0	4,200	4,200	4,200	0	4,200
1983	0	0	3,814	3,814	3,814	0	3,814
1982	0	0	3,814	3,814	3,814	0	3,814

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/12/2011	2530 / 367	100	QC	11
11/1/1980	823 / 523	5,500	WD	Q

This page has been visited 128,936 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

45

Monroe County eGovPLUS

CODE ENFORCEMENT DETAIL

Case Number	CE08100108	Tenant	
Case Date	10-15-2008	Add Info	7006 2150 0001 4769 3371
Origination	3 - LETTER	Status	L - LIEN CREATED
Operator	peacockv	Officer	KW

PROPERTY ON CASE

RE	00246221001200	Owner	NEWSOM KENNETH ALLEN & NEWSOM
Property Address	30083 PINE CHANNEL ROAD	Owner Address	30083 PINE CHANNEL ROAD
City/State/Zip	BIG PINE KEY FL 33043	City/State/Zip	BIG PINE KEY FL 33043
		Phone	PINE CHANNEL

CASE DESCRIPTION

HABITATION W/O REQUIRED INSPECTIONS AND
CERTIFICATE OF OCCUPANCY.
FAILURE TO COMPLY WITH THE CONDITIONS OF PERMIT
FOR SFR, COMPLETION AGREMENT DATED 6-11-1996.

COMPLAINT CODE(S)

1: OTHER VIOLATIONS
2: XXX-NO PERMIT

VIOLATION CODE(S)

1: 6-33 -- NEW PERMIT REQUIRED
2: 6-4(B) -- UNSAFE BUILDINGS DEFINED:
3: 6-41(A) -- CERTIFICATE OF OCCUPANCY
4: 6-41(B) -- CERTIFICATE OF OCCUPANCY

NOTES

2009-07-29 17:21:36	BUILDING OFFICIAL SENT LETTER 8-14-2008
	WITH COMPLIANCE 15 DAYS.
	NOV/NOH COMPLIANCE 12-9-2008
	SM 1-29-2009.

INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
03-23-2016	10:56:58	CASE HEARD BEFORE BOCC	SCHEDULING
03-07-2016	12:00:42	REINSPECTION	STILL NO CERTIFICATE OF OCCUPANCY ISSUED.
03-26-2015	15:00:03	COMMENT CODE	ORIGINAL FILE - AUGUST 2009
03-26-2015	11:55:49	REINSPECTION	PERMIT 92105187 WAS RENEWED FOR INSPECTIONS FOR CERTIFICATE OF OCCUPANCY ON 11-19-2014. PERMIT IS ACTIVE UNTIL 5-19-2015 UNLESS INSPECTIONS ARE DONE. REVIEWED W/ SW, MOVE BACK ON BOCC SCHEDULE.
10-10-2014	15:12:44	COMMENT CODE	PER SW, EMAILED ED TO RETURN CALL TO PO. RECIEVED RESPONSE THAT HE HAS ALREADY SPOKEN TO HIM TWICE.
10-09-2014	15:11:42	REFERRAL TO PLANNING DEPT	MTG, KAT PETER LISA STEVE TIFFANY TOWNSLEY RE: ROGO ALLOCATION. SUGGESTED THAT KAT NOT CALL PO BACK YET.

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10-09-2014	15:09:19	COMMENT CODE	VM FROM PO "I HAVE SEVERAL QUESTIONS I WANT YOU TO ANSWER. I WILL BE HERE JUST BREATHING IN DRYWALL DUST"
09-30-2014	15:18:53	COMMENT CODE	ANOTHER PC FROM PO THAT HE GOT NO RETURN CALL. EMAILED ED WHO LEFT HIM A MESSAGE.
09-29-2014	15:17:25	COMMENT CODE	SPOKE TO GN WHO SPOKE TO BILL LOWERY AND EXPLAINED THAT PO NEEDS TO GET A C/O. KAT LATER RECEIVED 4 PCS FROM PO COMPLAINING THAT NO ONE ANSWERS THE PHONE IN BLDG. EXPLIANED VERY BUSY AND LEAVE MESSAGE. ALSO EMAILED ED TO INTERCEPT AND EXPLAINED THE CASE.
09-29-2014	12:41:53	REINSPECTION	NOT IN COMPLIANCE. NO NEW PERMIT AND NO REVISIONS OR RENEWAL OF PREVIOUS SFR PERMITS. POSTPONED BOCC DUE TO INSP WINDSOR UNAVAILABLITY ON 10-17-2014. BOCC MEETING WAS CHANGED FROM 10-15-2014 TO 10-17-2014.
09-08-2014	15:16:46	UNCLAIMED CERT MAIL ITEM	PER USPS.COM CERTIFIED NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING SHOWS "UNCLAIMED" CERT#:7012 2920 0000 8351 2219 CMARTIN
09-08-2014	11:51:54	COMMENT CODE	KAT RTE VMS (5 FROM FRIDAY). LEFT MESSAGE ON VOICE MAIL. "TO STOP FORECLOSURE ACTION YOU WOULD HAVE TO ACHIEVE COMPLIANCE". LEFT MY PHONE NUMBER AGAIN.
09-04-2014	12:48:20	ACTION BY LIAISON	ORIGINAL FILE WITH SR. RESEARCH ANALYST.
08-29-2014	12:41:15	ACTION BY LIAISON	ORDER AUTHORIZING FORCLOSURE MAILED TO PO VIA US 1ST CLASS MAIL ON 08/29/14 BY LIAISON.
08-28-2014	17:11:36	SET FOR HEARING	
08-28-2014	12:40:15	SM GRANTED MOTION TO PROCEED	SM ORDER AUTHORIZING FORCLOSURE GRANTED NOTE: NO ONE PRESENT AT HEARING.
08-12-2014	09:36:28	ACTION BY ADMIN	NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDING & NOTICE OF HEARING FOR 08/28/2014 HRG MAILED CERTIFIED TODAY. CERT #7012 2920 0000 8351 2219 CMARTIN
08-06-2014	13:51:18	ACTION BY LIAISON	PROPERTY APPRAISER RECORD CARD INDICATES NEWSOM KENNETH ALLEN 30083 PINE CHANNEL RD BIG PINE KEY, FL 33043-3344 AS ONLY OWNER OF RECORD
11-07-2011	10:22:48	REFERRAL TO DEPT OF HEALTH	PC FROM BREANAN AT DEPT OF HEALTH THAT SOMEONE IS LIVING IN THIS HOUSE AND THEY DO NOT HAVE A MAINTENANCE CONTRACT FOR THE AEROBIC SYSTEM, THEY ARE SENDING OUT A NOTICE OF VIOLATION.
09-10-2010	12:40:50	SENT TO LIAISON	
04-29-2010	14:53:17	COMMENT CODE	CIRCUIT COURT DISMISSED APPEAL ACTION BY PO. PO HAD A FINAL ROOF INSPECTION 3-29-10 SO PERMIT HAS NOT EXPIRED AGAIN. HOWEVER STILL NO C/O, THEREFORE 6-18(D); 6-4(B) AND 6-41(B) REMAIN IN VIOLATION AND FINES CONTINUE TO RUN AT 350.00 PER DAY. FILE FILED BY MTH OF LIEN AUGUST 2009.
02-08-2010	13:47:15	COMMENT CODE	IN COMPLIANCE 6-41(A) COMPLIANCE DATE WAS : 07/30/09
02-08-2010	13:40:58	COMMENT CODE	BASED ON INVESTIGATION BY PROPERTY APPRAISER'S OFFICE, 6-41(A) COMPLIANT 7-30-2009.

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02-03-2010	09:04:44	COMMENT CODE	SPOKE W/ SKIP AT PA. THEY HAD RECIEVED COMPLAINT FOR HOMESTEAD FRAUD ANONYMOUS LETTER OCTOBER 2008, SAME TIME WE RECIEVED COMPLAINT LETTER. HE NEEDS TO SPEAK TO THEIR ATTORNEY.
02-03-2010	08:56:33	COMMENT CODE	REVIEWED COMPLIANCE W/ JOE P. NEEDS C/O TO BE COMPLIANT. EMAILED LISA.
02-02-2010	15:09:30	COMMENT CODE	FILE SENT TO LISA GRANGER (TO SI OFFICE)
01-29-2010	15:48:28	COMMENT CODE	COUNTY RECEIVED REQUEST TO RE-HEAR LAST HEARING. REVIEWED COMMENTS MADE BY PO AND MADE NOTES, PER LISA, CALLED TO SEE IF HE WANTED TO SPEAK W/ US. HE WILL CALL ME MONDAY. ALSO: ON 8-31-2009 PO TOLD INSPECTOR THAT DRYWALL INSPECTION WOULD BE END OF WEEK, RESEARCH REVEALS WAS NOT INSPECTED UNTIL 10-12-2009. PERMIT WILL EXPIRE AGAIN 4-11-2010 IF
01-29-2010	08:57:29	REFER TO PROPERTY APPRAISER	SPOKE W/ SKIP. EXPLAINED CASE AND ASKED FOR INSPECTION TO CONFIRM DOES NOT LIVE THERE, UNABLE TO CONFIRM, IF HOMESTEAD IS REMOVED, FINES WILL BE REMOVED ON THAT CHARGE.
09-03-2009	09:49:26	COMMENT CODE	LIEN RECORDED 08/06/09 BOOK 2426 PAGE 594
08-31-2009	11:19:29	COMMENT CODE	PO HERE. GAVE HIM COPIES OF FF & ORDER. SAID HE HAS PROBLEM W/ MAIL. SAID HE WAS HERE ON JULY 27, AND SOMEONE TOLD HIM WRONG DATE. EXPLAINED EITHER APPEAL OR MITIGATE AT END WHEN IN COMPLIANCE. SAID HE WOULD BE READY FOR DRYWALL INSP END OF WEEK.
08-28-2009	11:18:57	COMMENT CODE	VM FROM PO. WILL CALL ME BACK WITH GOOD CONTACT PHONE NUMBER
08-27-2009	11:17:46	COMMENT CODE	PO HERE FOR HEARING, NOT ON AGENDA. WAS LAST MTH. HE SAID SOMEONE IN BLDG DEPT GAVE HIM THE WRONG HEARING DATE.
08-10-2009	10:49:31	SENT FILE TO COUNTY ATTY	ORIGINAL FILE IN MARATHON CA OFFICE FILED BY MONTH OF LIEN.
08-06-2009	09:26:43	ORDER SENT TO MCCO FOR REC	FF ORDER FROM 07/30/09 RECORDED WITH CLERK'S OFFICE DOC# 1754119 BOOK 2426 PAGE 594.
08-05-2009	14:04:22	COMMENT CODE	ADDED FINE ON 6-18(D) START DATE: 07/30/09 FINE AMT: 50.00
08-05-2009	14:04:22	COMMENT CODE	ADDED FINE ON 6-4(B) START DATE: 07/30/09 FINE AMT: 250.00
08-05-2009	14:04:22	COMMENT CODE	ADDED FINE ON 6-41(A) START DATE: 07/30/09 FINE AMT: 50.00
08-05-2009	14:04:22	COMMENT CODE	ADDED FINE ON 6-41(B) START DATE: 07/30/09 FINE AMT: 50.00
07-31-2009	14:02:21	ORDER SENT TO MCCO FOR REC	SM FINAL ORDER IMPOSING FINES AND LIEN SENT TO CLERKS OFFICE FOR RECORDING.
07-30-2009	15:37:03	INSPECTORS HEARING NOTES	TESTIFIED ONLY INSULATION INSPECTION WAS DONE. HAVE NOT HEARD FROM PO. PO WAS NOTICED BY B/O MARCH 14, 2008. SM ORDERED NO OCCUPANCY AND FINES START TODAY. 6-4(B) - 250.00 PER DAY 6-18(D); 6-41(A); 6-41(B) 50.00 EACH PER DAY.
07-30-2009	13:58:46	XXXIMPOSITION OF PENALTY	SM FINAL ORDER IMPOSING FINES AND LIEN. NOT COMPLIANT. FINES RUNNING AS OF 07/30/09 AND CONTINUE UNTIL COMPLIANT. NO OCCUPANCY EFFECTIVE 07/30/09.
07-29-2009	17:22:51	REINSPECTION FOR HEARING	RESEARCH REVEALS INSULATION INSPECTION PASSED 7-13-2009. NO DRYWALL INSPECTION REQUESTED.
07-21-2009	16:23:17	REINSPECTION FOR HEARING	SITE VISIT, COULD NOT CONFIRM NO HABITATION.

01-29-2009	16:21:35	INSPECTORS HEARING NOTES	MR NEWSOM HERE. HE ADMITTED VIOS. DID NOT READ BRIEF INTO RECORD, SUMMARIZED. SM SET 7-30-2009 FOR REVIEW AND ORDERED THAT AT A MINIMUM - INSPECTIONS FOR INSULATION AND DRYWALL BE COMPLETE AND NO ONE IS TO LIVE IN THE HOUSE.
01-29-2009	15:50:27	XXXFINDING OF FACT	SM FINAL ORDER FOUND IN VIOLATION AS CITED. COSTS IMPOSED UNTIL COMPLIANT AND RESERVED ON FINE. COMPLIANCE/HEARING DATE SET FOR 07/30/09.
01-29-2009	14:03:59	SET FOR HEARING	
01-28-2009	16:21:01	REINSPECTION FOR HEARING	NO INSPECTIONS OR C/O. VIOLATIONS REMAIN.
12-31-2008	16:20:08	COMMENT CODE	REVISION A ISSUED TO 921-5187 FOR TO COMPLETE AND FINAL INSPECTIONS. 6-33 IS COMPLIANT.
12-19-2008	14:32:29	COMMENT CODE	PC FROM PO. TRFR HIM TO BLDG DEPT. SAID HE HAS NOT DONE ANY ADDITIONAL WORK AND PERMIT WILL HAVE TO INCLUDE "TO COMPLETE HE HAS ANOTHER PLACE TO STAY.
12-17-2008	14:32:05	DO NOT USE - CERT ON HEARING	GOOD SERVICE PER USPS.COM
12-01-2008	11:40:07	REFERRAL TO DEPT OF HEALTH	DOH CONFIRMED THAT THERE WAS A FINAL SEPTIC INSPECTION ON THIS PROPERTY.
11-24-2008	22:18:42	SENT FILE TO COUNTY ATTY	ATTORNEY REVIEW AND APPROVED FOR JAN 2009 HEARING.
10-30-2008	11:04:00	COMMENT CODE	PREPARED CASE FILE FOR INSPECTOR WINDSOR
10-29-2008	14:25:56	SENT TO DIRECTOR FOR REVIEW	PASSED TO R FOR REVIEW
10-29-2008	14:25:34	REFERRAL TO BUILDING OFFICIAL	PREPARED UNSAFE MEMO
10-29-2008	12:18:16	MAKE VIOLATION	MAKEVIO RECORDED WINDSORK
10-29-2008	11:59:43	COMMENT CODE	SPOKE TO SABRINA AT KEYS ENERGY. SHE CONFIRMED THAT THIS PROPERTY IS OCCUPIED. SHE ASKED FOR FAX UNSAFE MEMO.
10-22-2008	11:52:45	INITIAL INSPECTION TYPE	MADE SITE VISIT, RAINING VERY HARD. COULD NOT SEE ANYTHING MORE THAN THE PHOTOS THAT WERE MAILED W/ COMPLAINT EXCEPT THAT THERE WAS A VEHICLE IN THE DRIVEWAY. NO PHOTOS.
10-17-2008	14:18:05	REFERRAL TO DEPT OF HEALTH	REFFERED CASE FOR INVESTIGATION TO THE HEALTH DEPT.
10-17-2008	12:47:12	COMMENT CODE	SPOKE W/ MARY TUCKER. PO WAS SENT LTR 8-14-2008 RE: NO C/O.
10-17-2008	12:46:39	REFERRAL TO DEPT OF HEALTH	EMAILED VILMA TO FAX DOH FOR INSP.
10-15-2008	13:49:10	CREATE A CASE	COMPLAINT RECORDED BY PEACOCKV

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No _____

Department: County Attorney
Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Joseph Beaton and Elizabeth Beaton and the property located at 278 Scorpio Lane, Geiger Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE14120105.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,500.00 as of March 5, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE14120105: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on September 2, 2015. The County's lien was recorded on September 8, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner does not own additional real property;
- No efforts toward compliance have been made to date; and
- The public records of Monroe County indicate a pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 3/10 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: BEATON JOSEPH & ELIZABETH
278 SCORPIO LANE
KEY WEST, FL 33040

Case Number: CE14120105

Location: 278 SCORPIO LN GEIGER KEY, FL 33040
Re Number: 00145440000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/28/2015 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT
1
1 of 14

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AMat the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 da[illegible] Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Traci Schoenrock

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1393 on 2/27/15.

Maudi Jones

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 1 3 of 14

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14120105

GOOD SERVICE: _____

NO SERVICE: P

7013 1090 0000 4227 1393

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
Code

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage &	

MARATHON FL 33050
Postmark Here
FEB 27 2015
PO

Sent To: BEATON JOSEPH & ELIZABETH
Street, Apt. No.; or PO Box No.: 278 SCORPIO LANE
City, State, ZIP+: KEY WEST, FL 33040
CE14120105 NOV TS

PS Form 3800, August 2006 — See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X — ☐ Agent ☐ Addressee

B. Received by (Printed Name) — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

MAR 03 2015

3. Service Type: ☑ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7013 1090 0000 4227 1393

PS Form 3811, February 2004 — Domestic Return Receipt — 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BEATON JOSEPH & ELIZABETH
278 SCORPIO LANE
KEY WEST, FL 33040
CE14120105 NOV TS

PETITIONER'S EXHIBIT
1
4 of 14

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120105

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: BEATON JOSEPH & ELIZABETH, described as 278 SCORPIO LN GEIGER KEY, FL 33040 having the property RE#: 00145440000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 04/30/2015.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 4/16/15 Time: 10:25

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 4/16/15 Time: 11:15

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Traci Schoenrock

Sworn to and subscribed before me this 16th day of April, 2015.

Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Mallory Jones, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: BEATON JOSEPH & ELIZABETH, 278 SCORPIO LANE KEY WEST, FL 33040.

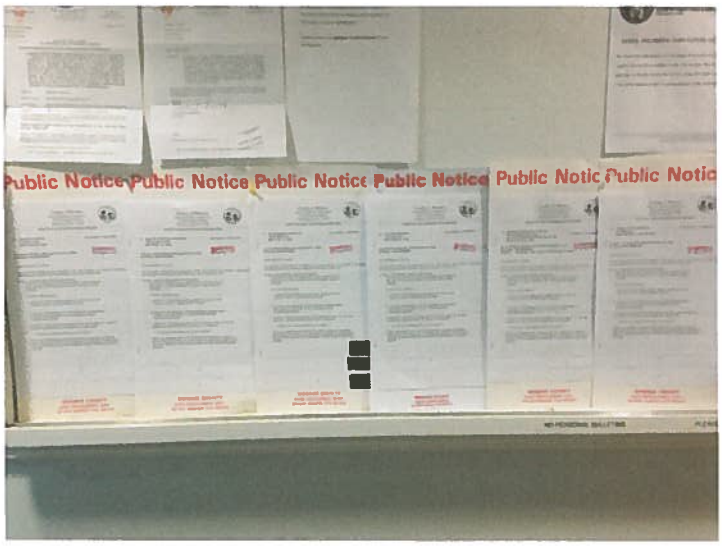
Signature: Mallory Jones

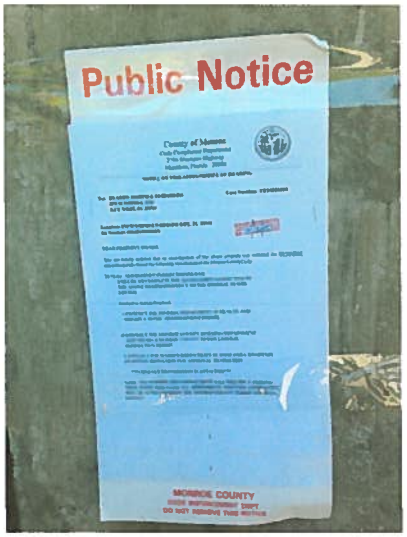
Sworn to and subscribed before me this 16th day of April, 2015.

Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

PETITIONER'S EXHIBIT
6 of 14





CE14120105-Joseph and Elizabeth Beaton
278 Scorpio Ln., Geiger Key
4-16-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
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County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: JIMMY LANE, POA
294 SCORPIO LANE
KEY WEST, FL 33040

Case Number: CE14120105

RE: BEATON JOSEPH & ELIZABETH
Location: 278 SCORPIO LN , GEIGER KEY, FL 33040
Re Number: 00145440000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on **01/28/2015** and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT 1 of 14

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Traci Schoenrock

SCHOENROCK, TRACI
Code Inspector 305-292-4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1416 on 2/27/15.

C Martin Jones

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 9 of 14

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14120105

GOOD SERVICE: _____

NO SERVICE: ✓

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees

Postmark Here FEB 2015

Sent To JIMMY LANE, PoA
Street, Apt. No.; or PO Box No. 294 SCORPIO LN
City, State, ZIP+4 KEY WEST, FL 33040
CE14120105 NOV TS

PS Form 3800, August 2006 See Reverse for Instructions

7013 1090 0000 4227 1416

SENDER: COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
JIMMY LANE, PoA
294 SCORPIO LN
KEY WEST, FL 33040
CE14120105 NOV TS

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
MAR 03 2015

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1090 0000 4227 1416

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PETITIONER'S EXHIBIT 1
10 of 14

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 4/28/15

PROPERTY ON CASE

RE	00145440000000	Owner	BEATON JOSEPH & ELIZABETH
Property Address	278 SCORPIO LN	Owner Address	278 SCORPIO LANE
City/State/Zip	GEIGER KEY FL 33040	City/State/Zip	KEY WEST FL 33040

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AVAILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

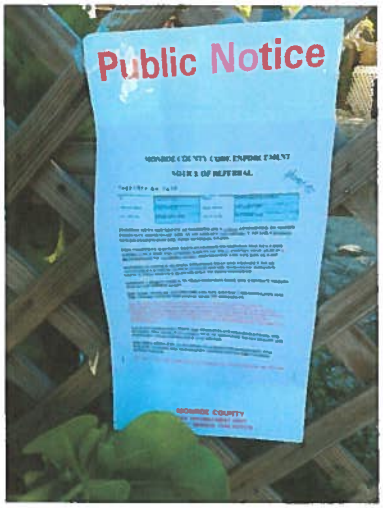
LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS: 305

PETITIONER'S EXHIBIT 2 2022

CE14120105
Joseph and Elizabeth Beaton
278 Scorpio Ln., Geiger Key
1-28-15 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Brian L. Barroso
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATION OF MAILING

I, Thomas G. Walker, Manager of Engineering, hereby certify that the 30 Day Notice for Connection to the Big Coppitt Wastewater System (**Exhibit A**) was mailed on August 10, 2009 to all property owners of the Big Coppitt Wastewater System listed on Schedule B (**Exhibit B**) attached hereto, which mailing was required by Monroe County Ordinance 017-2002 Section 5 (**Exhibit C**).

I further certify that on September 18, 2012 a letter (**Exhibit D**) was mailed to those individuals (**Exhibit E**) who have not connected to the wastewater system as of January 18, 2012.

Certified on September 17, 2013.

By: _____
Thomas G. Walker, Manager of Engineering

PETITIONER'S EXHIBIT
6
1 of 3

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number
Physical Address

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with the Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from this property. All properties on **Shark Key** and all properties on the **bayside of U.S. 1 on Big Coppitt Key** are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is required. Your property is in **Phase <>**. The required connection date for this property is no later than <>, however you may connect your property any time prior to that date.

In order to facilitate an orderly connection process connection requirements are being implemented in phases. Please see the attached map and table for a description of the Big Coppitt and Shark Key streets eligible for connection and their compulsory connection date.

Billing for wastewater is based on the availability of the system and the establishment of a wastewater rate by the FKAA Board of Directors. Billing for wastewater will occur no sooner than the September billing cycle. The billing cycle will begin at the same time for all properties regardless of which connection phase your property is located in. The first wastewater billing cycle will consist of the base facility charge only. Subsequent bills will include the base facility charge and flow charge. A follow-up letter will provide information on the rates and billing cycle once it has been established by the FKAA Board of Directors. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 293-7524 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Olympia Newton at (305) 295-2144 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 10th day of August, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

EXHIBIT A

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number:
Physical Address:

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from Rockland Ocean, Rockland Gulf, Big Coppitt Key and Geiger Key. All properties in the wastewater district are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is mandatory. The required connection date for this property is no later than January 11, 2010, however you may connect your property any time prior to that date.

Billing for wastewater is based on the availability of the system. Billing for wastewater will commence in January 2010.

The first wastewater billing cycle will consist of the base facility charge only. The base facility charge is based on meter size. Most residential meters are 5/8" and would receive a base facility charge of $25.90. Subsequent bills will include the base facility charge and flow charge. Flow charges are calculated at a rate of $9.80 per thousand gallons of water consumed. The consumption charges for single-family residences are capped at 12,000 gallons. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 809-5670 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Joshua Peele at (305) 809-2636 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 8th day of December, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
3 of 3

Doc# 2044755 09/08/2015 12:52PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs.

JOSEPH BEATON &
ELIZABETH BEATON
Respondent(s).

Case No.: CE14120105

Subject Property Real Estate Number: 00145440-000000

Doc# 2044755
Bk# 2759 Pg# 1838

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were / were not** present and **did / did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/1/15 **("THE COMPLIANCE DATE")**.
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) $100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 30TH day of April, 2015.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE14120105

JOSEPH BEATON & ELIZABETH BEATON
278 SCORPIO LANE
KEY WEST, FL 33040

Location of Subject Property:
278 SCORPIO LN
GEIGER KEY, FL 33040

RE NUMBER: 00145440-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 4TH day of May, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH BEATON & ELIZABETH BEATON
278 SCORPIO LANE
KEY WEST, FL 33040

COPY

Date: September 11, 2015

Subject: Code Case CE14120105
Property Location: 278 SCORPIO LN, GEIGER KEY, FL 33040
Real Estate No.: 00145440000000

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1838. The current amount of the County's lien is $1080.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH & ELIZABETH BEATON
278 SCORPIO LN
KEY WEST, FL 33040

FILE COPY

November 18, 2015

Subject: Code Case: CE14120105
Location: 278 SCORPIO LN GEIGER KEY

Dear Property Owners,.

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 77 days for a current total of $7,700.00

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $192.75 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $7,892.75 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Mallory Jones
Code Inspector – Wastewater
jones-mallory@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH BEATON AND ELIZABETH BEATON
278 SCORPIO LANE
KEY WEST FL 33040

Dec 09, 2015

Subject: Code Case: CE14120105
Location: 278 SCORPIO LN GEIGER KEY, FL 33040

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

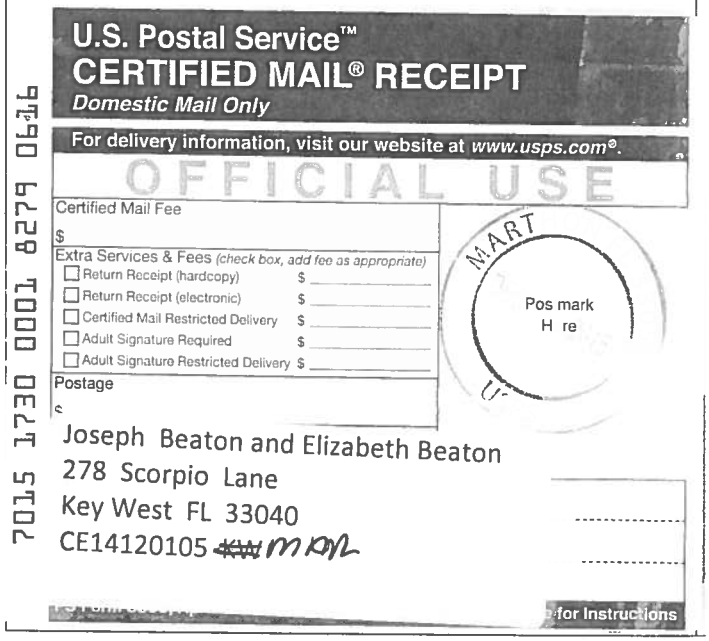
Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

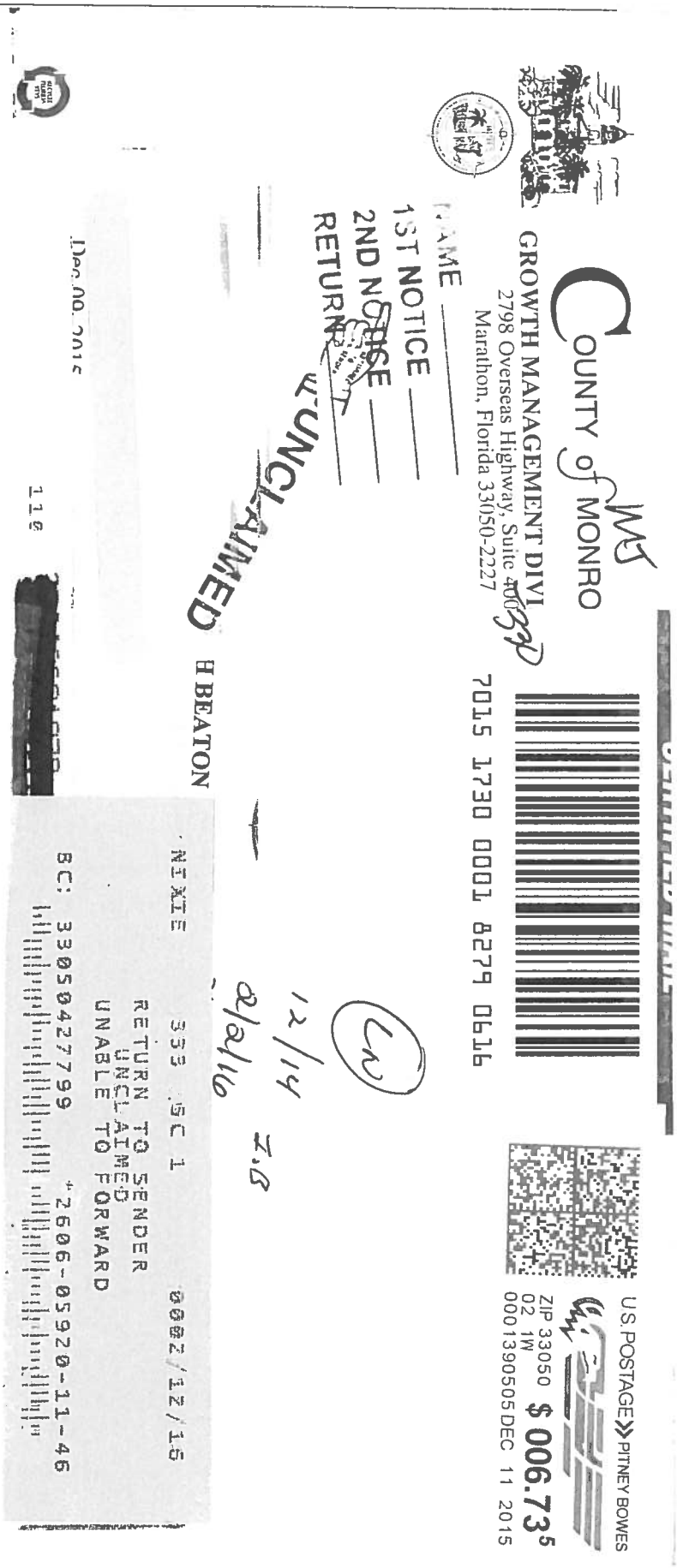
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTEF
RECE

Complaint Number: CE 1412(

CERT #:
7015 1730 0001 8279 0616





MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120105

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **BEATON JOSEPH & ELIZABETH**, described as **278 SCORPIO LN, GEIGER KEY, FL 33040**, having the property **RE#: 00145440000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 1/8/16 Time: 12:29

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/8/16 Time: 10:47

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 8 day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CERTIFICATION OF MAILING:

I, **CHERYL MARTIN JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **BEATON JOSEPH & ELIZABETH, 278 SCORPIO LANE, KEY WEST, FL 33040**.

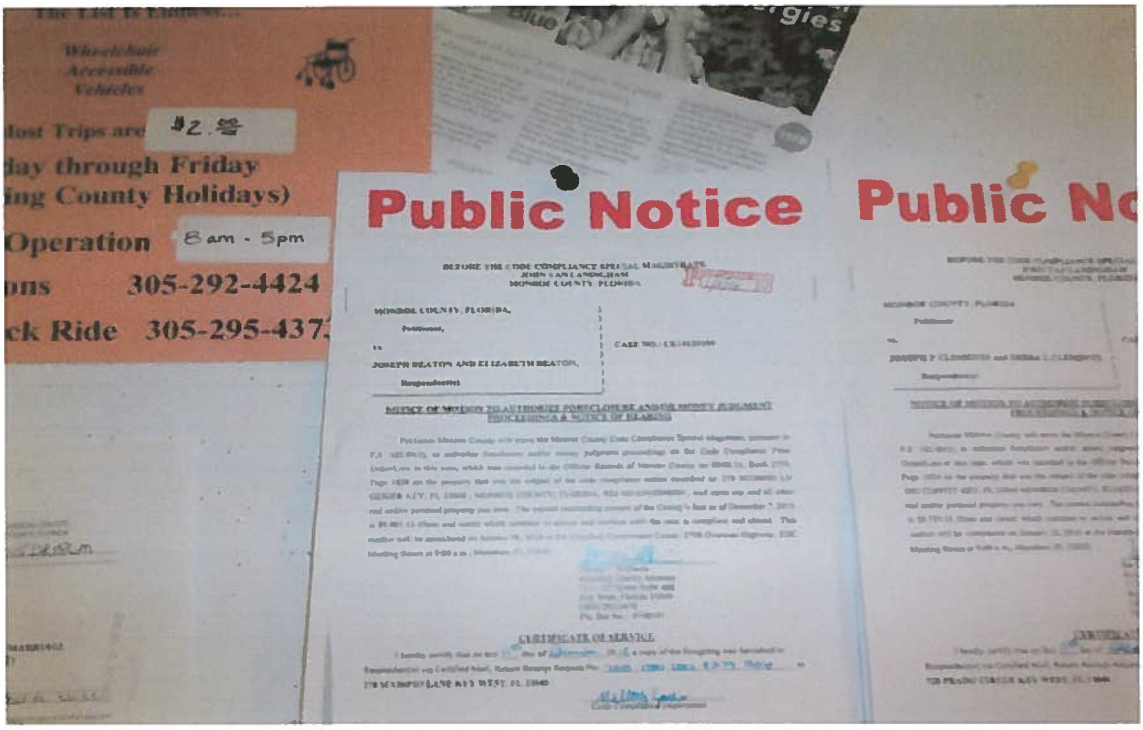
Signature: CMartinJones

Sworn to and subscribed before me this 7th day of January 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CE14120105 Scorpio Lane Geiger Key .
Insp. Dowling 01/08/16 ND.



English Customer Service USPS Mobile Register / Sign In

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Have questions? We're here to help.

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Tracking Number: **70151730000182790616**

Updated Delivery Day: **Tuesday, December 15, 2015**

Product & Tracking Information

Postal Product

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
December 14, 2015 , 8:01 pm	Notice Left (No Authorized Recipient Available)	KEY WEST, FL 33040

We attempted to deliver your item at 8:01 pm on December 14, 2015 in KEY WEST, FL 33040 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed by December 29, 2015 then it will be returned to sender.

December 14, 2015 , 9:37 am	Arrived at Unit	KEY WEST, FL 33040
December 13, 2015 , 12:32 am	Departed USPS Facility	MIAMI, FL 33152
December 11, 2015 , 11:16 pm	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70151730000182790616 Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›

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Search or Enter a Tracking Number

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14120105**
	)	
JOSEPH BEATON AND ELIZABETH BEATON,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1838 on the property that was the subject of the code compliance action described as: 278 SCORPIO LN GEIGER KEY, FL 33040 , MONROE COUNTY, FLORIDA, RE# 00145440000000 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $9,801.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of December ,20 15 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1730 0001 8279 0614 to **278 SCORPIO LANE KEY WEST, FL 33040 .**

Mallory Gomez
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,	)	
	)	
Petitioner,	)	
vs.	)	Case No.: **CE14120105**
	)	
JOSEPH BEATON AND ELIZABETH BEATON,	)	
	)	
	)	
Respondent(s).	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of January, 2016

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1186791 **Parcel ID:** 00145440-000000

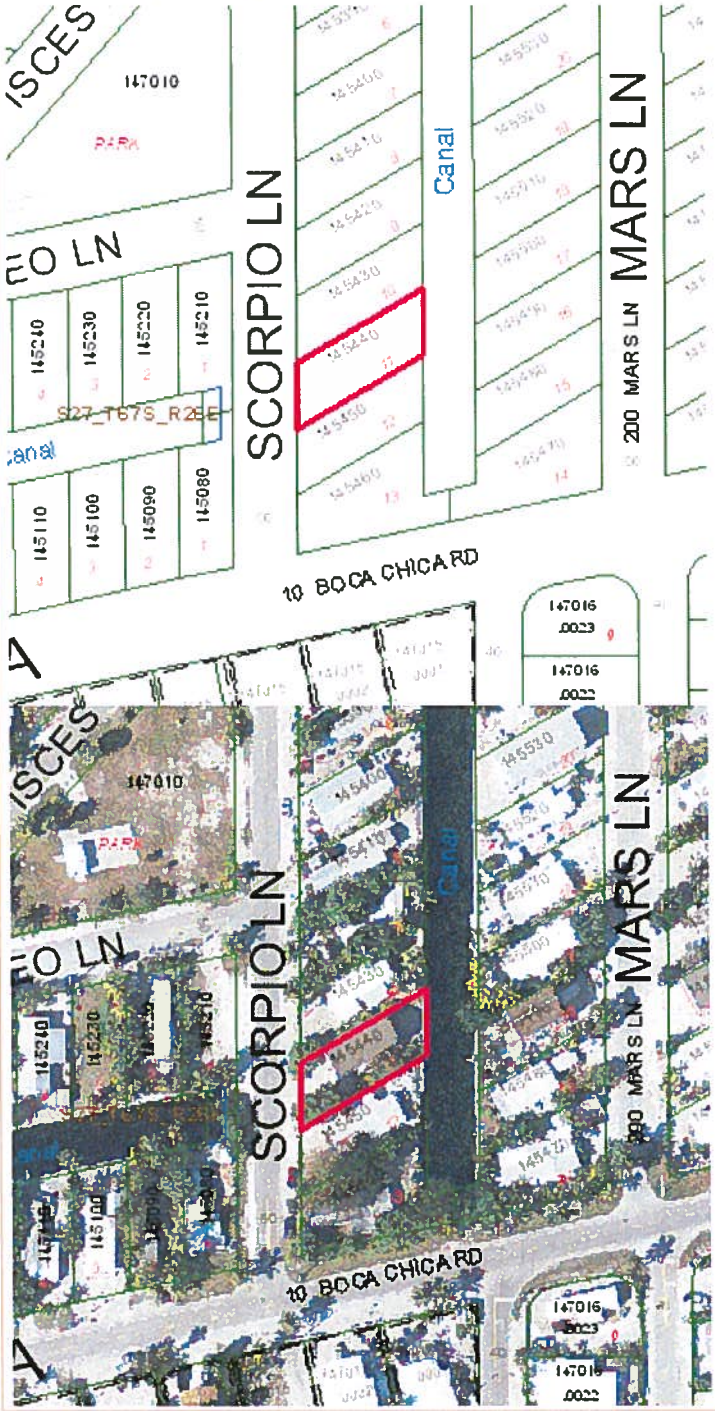
Ownership Details

Mailing Address:
BEATON JOSEPH AND ELIZABETH
278 SCORPIO LN
KEY WEST, FL 33040-6319

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	27-67-26
Property Location:	278 SCORPIO LN GEIGER KEY
Subdivision:	GEIGER MOBILE HOMES
Legal Description:	BK 4 LT 11 GEIGER MOBILE HOMES GEIGER KEY PB-5-77 OR428-570/71 OR694-10/19MERGER OR877-1756D/C OR988-1990 (UNR D/C ON FILE-HOWELL LEWTER M) OR2064-821D/C OR2064-823(TM)

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010C - RESIDENTIAL CANAL	0	0	5,196.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1094
Year Built: 2005

Building 1 Details

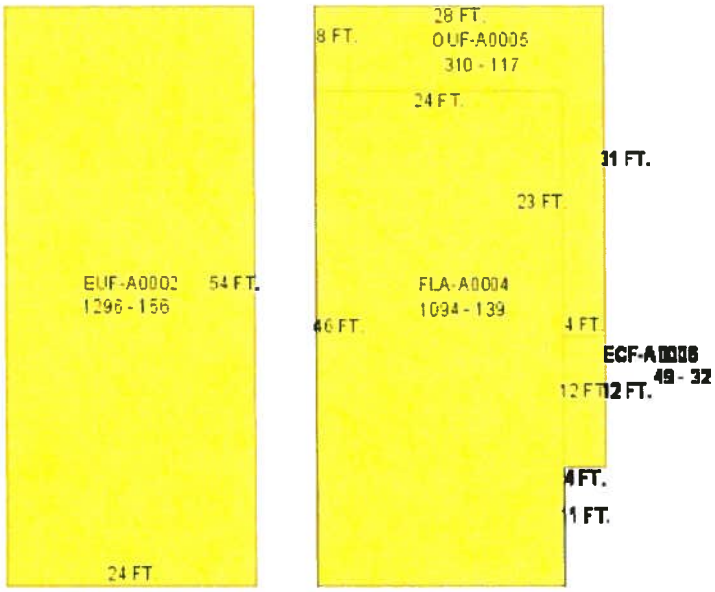
Building Type	R1	Condition	G	Quality Grade	450
Effective Age	10	Perimeter	139	Depreciation %	8
Year Built	2005	Special Arch	0	Grnd Floor Area	1,094
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC PILINGS
Heat 1	FCD/AIR DUCTED	Heat 2		Bedrooms	2
Heat Src 1	ELECTRIC	Heat Src 2			

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	EUF		1	2005				1,296
0	OUF		1	2005				310
0	ECF		1	2005				49
0	FLA	11:VINYL SIDING	1	2005	Y			1,094

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	156 SF	52	3	1978	1979	3	60
2	DK3:CONCRETE DOCK	156 SF	52	3	1978	1979	3	60
3	FN2:FENCES	128 SF	32	4	2008	2009	2	30
4	FN2:FENCES	1,320 SF	220	6	2008	2009	2	30

Appraiser Notes

MH IS A TOTAL WRECK - UNLIVEABLE, REMOVE TRAILER PORCH, NEIGHBORS SAY ITS BEEN LIKE THAT (SEE PIC'S IN SENTRY)
2002-01-08 CHANGED ONE MH3-01 TO OPF AND ADDED ONE EXTRA FIXTURE FOR THE 2002 TAX ROLL. SKI/DMJ

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	05100541	03/18/2005	03/03/2005	3,900	Residential	Demo MH
	05100561	03/28/2005	12/22/2005	165,000	Residential	SFR
	06101046	03/28/2006	04/17/2008	5,000	Residential	FENCE

Parcel Value History

Certified Roll Values

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	144,726	8,290	145,488	298,504	278,290	0	298,504
2014	145,699	7,863	109,116	262,678	252,991	0	262,678
2013	147,249	8,152	85,734	241,135	229,992	0	241,135
2012	148,799	8,478	76,641	233,918	209,084	0	233,918
2011	118,920	8,805	62,352	190,077	190,077	0	190,077
2010	150,349	9,095	72,744	232,188	232,188	0	232,188
2009	166,922	9,420	72,744	249,086	249,086	0	249,086
2008	153,296	4,946	155,880	314,122	314,122	25,000	289,122
2007	160,374	3,706	155,880	319,960	319,960	25,000	294,960
2006	253,741	2,948	155,880	412,569	412,569	25,000	387,569
2005	52,305	4,752	129,900	186,957	186,957	0	186,957
2004	42,899	7,656	77,940	128,495	67,410	25,000	42,410
2003	46,474	7,914	41,568	95,956	66,154	25,000	41,154
2002	35,343	8,170	41,568	85,081	64,604	25,000	39,604
2001	25,730	8,380	41,568	75,678	63,587	25,000	38,587
2000	25,730	5,197	41,568	72,496	61,735	25,000	36,735
1999	25,730	5,346	41,568	72,644	60,112	25,000	35,112
1998	19,555	4,160	41,568	65,283	59,166	25,000	34,166

1997	19,555	4,290	41,568	65,413	58,177	25,000	33,177
1996	11,078	3,837	41,568	56,483	56,483	25,000	31,483
1995	11,078	3,933	41,568	56,579	56,579	25,000	31,579
1994	11,661	4,257	41,568	57,486	57,486	25,000	32,486
1993	11,661	4,371	41,568	57,600	57,600	25,000	32,600
1992	11,661	4,473	41,568	57,702	57,702	25,000	32,702
1991	11,661	4,588	41,568	57,817	57,817	25,000	32,817
1990	11,661	4,705	21,278	37,644	37,644	25,000	12,644
1989	11,661	4,805	21,278	37,744	37,744	25,000	12,744
1988	9,417	3,534	21,278	34,229	34,229	25,000	9,229
1987	9,299	3,632	17,056	29,987	29,987	25,000	4,987
1986	9,352	3,725	15,198	28,275	28,275	25,000	3,275
1985	8,145	3,555	15,548	27,248	27,248	25,000	2,248
1984	12,885	1,602	15,548	30,035	30,035	0	30,035
1983	12,885	1,042	15,548	29,475	29,475	0	29,475
1982	13,112	1,042	9,060	23,214	23,214	0	23,214

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
11/29/2004	2064 / 823	240,000	WD	Q

This page has been visited 126,357 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney
Bulk Item: Yes X No _____ Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Joseph P. Clements and the property located at 728 Prado Circle, Big Coppitt Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE14120053.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,400.00 as of March 4, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE14120053: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate and fines began to accrue on September 2, 2015. The County's lien was recorded on September 8, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is homesteaded;
- The property owner does not own additional real property;
- The property owner has applied for a building permit #16100491, to complete the wastewater connection;
- The public records of Monroe County indicate the permit has not been issued to date;
- The public records of Monroe County indicate no pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, and money judgment;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: **Authorization to initiate litigation against the property owner for injunction and money judgment.**

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes___ No___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 3/7/16 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: CLEMENTS JOSEPH P &
CLEMENTS DEBRA L T/C
728 PRADO CIRCLE
KEY WEST, FL 33040

Case Number: CE14120053

Location: 728 PRADO CIRCLE BIG COPPITT KEY, FL 33040
Re Number: 00149800000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 11/18/2014 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT
1 of 10

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Traci Schoenrock

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1263 on 2/19/15.

CMarchi Jones

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

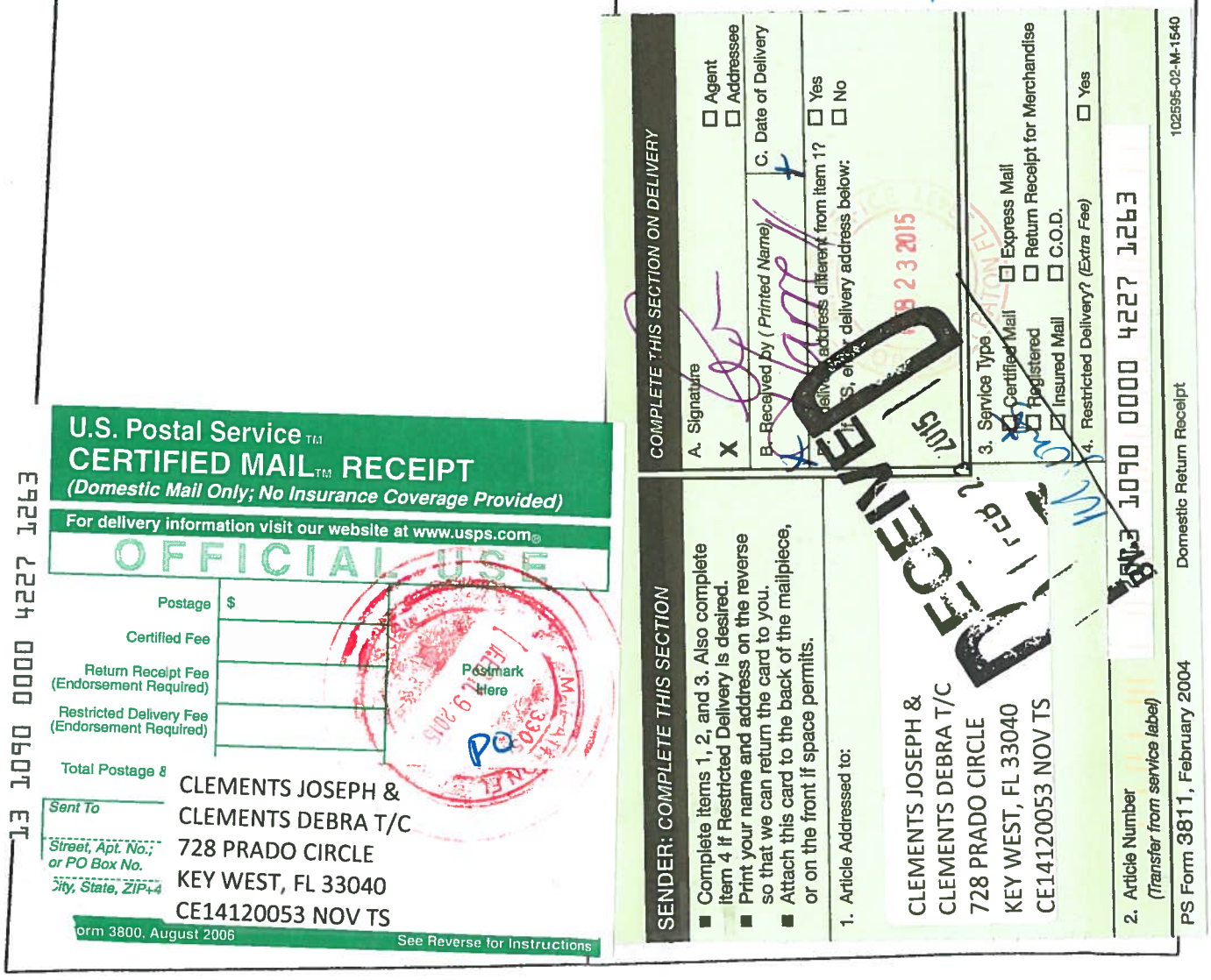
PETITIONER'S EXHIBIT 1 3 of 10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE14120053

GOOD SERVICE: X



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Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees
Postmark Here
Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
CLEMENTS JOSEPH &
CLEMENTS DEBRA T/C
728 PRADO CIRCLE
KEY WEST, FL 33040
CE14120053 NOV TS
Form 3800, August 2006 See Reverse for Instructions

7013 1090 0000 4227 1263

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CLEMENTS JOSEPH &
CLEMENTS DEBRA T/C
728 PRADO CIRCLE
KEY WEST, FL 33040
CE14120053 NOV TS

COMPLETE THIS SECTION ON DELIVERY
A. Signature X ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:
3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1090 0000 4227 1263
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

RECEIVED
SEP 23 2015

PETITIONER'S EXHIBIT
tabbies
1
4 of 10

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: SHAPIRO, FISHMAN & GACHE LLP
C/O ADAM MALLEY, ESQ
2424 NORTH FEDERAL HIGHWAY STE 360
BOCA RATON, FL 33431

Case Number: CE14120053

Re: CLEMENTS JOSEPH P & CLEMENTS DEBRA L T/C
Re Number: 00149800000000
Location: 728 PRADO CIRCLE BIG COPPITT KEY, FL 33040

DEAR PROPERTY OWNER,

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(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

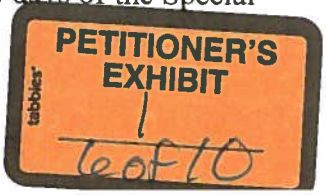
If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.



IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1270 on 2/19/15.

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT
tabbies
1
7 of 10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14120053

GOOD SERVICE: _____

NO SERVICE: D

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Posta
Postmark Here

Sent To
Street, Apt. N or PO Box N
City, State, Z

SHAPIRO, FISHMAN & GACHE LLP
C/O ADAM MALLEY, ESQ
2424 NORTH FEDERAL HWY STE 360
BAOCA RATON, FL 33431
CE14120053 NOV TS

PS Form 3800, August 2006 See Reverse for Instructions

7013 1090 0000 4227 1270

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
X

B. Received by (Printed Name) C. Date of Delivery
MAR 16 2015

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type ☐ Express Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Registered ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

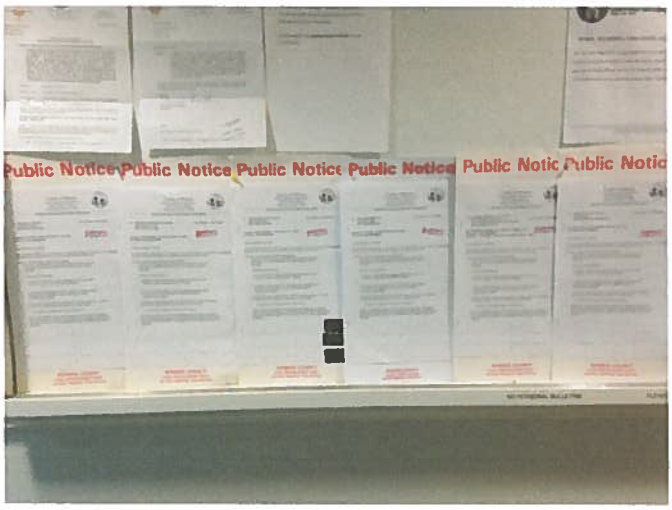
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
SHAPIRO, FISHMAN & GACHE LLP
C/O ADAM MALLEY, ESQ
2424 NORTH FEDERAL HWY STE 360
BAOCA RATON, FL 33431
CE14120053 NOV TS

2. Article Number (Transfer from service label) 7013 1090 0000 4227 1270

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PETITIONER'S EXHIBIT
8 of 10



CE14120053-Joseph and Debra Clements T/C
728 Prado Cir., Big Coppitt
4-16-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
1
9 of 10

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120053

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: CLEMENTS JOSEPH P & DEBRA L, described as 728 PRADO CIRCLE BIG COPPITT KEY, FL 33040 having the property RE#: 00149800000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 04/30/2015.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 4/16/15 Time: 10:45

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 4/16/15 Time: 11:15

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Traci Schoenrock

Sworn to and subscribed before me this 16th day of April, 2015.

Martina Lake

Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Mallory Jones, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: CLEMENTS JOSEPH P & DEBRA L, 728 PRADO CIRCLE, KEY WEST, FL 33040.

Signature: Mallory Jones

Sworn to and subscribed before me this 16th day of April, 2015.

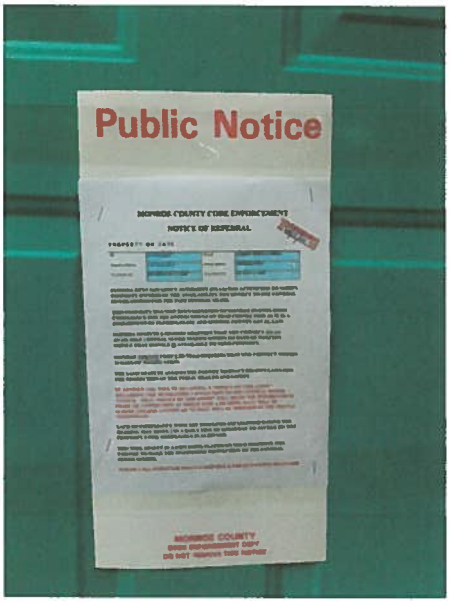
Martina Lake

Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

PETITIONER'S EXHIBIT
1
10 of 10

Joseph and Debra Clements
728 Prado Circle, Big Coppitt
11-18-14 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 11/18/19

PROPERTY ON CASE

RE	00149800000000	Owner	CLEMENTS JOSEPH P & DEBRA L
Property Address	728 PRADO CIRCLE	Owner Address	728 PRADO CIRCLE
City/State/Zip	BIG COPPITT KEY FL 33040	City/State/Zip	KEY WEST FL 33040

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AV0AILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS: 3

PETITIONER'S EXHIBIT 2 2 of 2

Doc# 2044753 09/08/2015 12:47PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs.

JOSEPH P. CLEMENTS &
DEBRA L. CLEMENTS T/C
Respondent(s).

Case No.: CE14120053

Subject Property Real Estate Number: 00149800-000000

Doc# 2044753
Bk# 2759 Pg# 1834

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were** (**were not** present and **did** /(**did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/1/15 ("**THE COMPLIANCE DATE**").
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) $100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 30TH day of April, 20 15.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE14120053

JOSEPH P CLEMENTS & DEBRA L CLEMENTS
728 PRADO CIRCLE
KEY WEST, FL 33040

Location of Subject Property:
728 PRADO CIRCLE
BIG COPPITT KEY, FL 33040

RE NUMBER: 00149800000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 4TH day of May, 20 15.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH P CLEMENTS & DEBRA L CLEMENTS
728 PRADO CIRCLE
KEY WEST, FL 33040

COPY

Date: September 11, 2015

Subject: Code Case CE14120053
Property Location: 728 PRADO CIRCLE, BIG COPPITT KEY, FL 33040
Real Estate No.: 00149800000000

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1834. The current amount of the County's lien is $1074.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

Joseph P Clements & Debra L Clements
728 Prado Circle
Key West FL 33040

FILE COPY

November 18, 2015

Subject: Code Case: CE14120053
Location: 728 PRADO CIRCLE BIG COPPITT

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 77 days for a current total of $7700.00.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $186.75 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $7886.75 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Mallory Jones

Mallory Jones
Code Inspector – Wastewater
jones-mallory@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH P CLEMENTS and DEBRA L CLEMENTS
728 PRADO CIRCLE
KEY WEST, FL 33040

Dec 11, 2015

Subject: Code Case: CE14120053
Location: 728 PRADO CIRCLE BIG COPPITT KEY, FL 33040

FILE COPY

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

COUNTY of MONRC

GROWTH MANAGEMENT DIVI
2798 Overseas Highway, Suite 40(
Marathon, Florida 33050-2227

7015 1730 0001 8279 0654

U.S. POSTAGE PITNEY BOWES
ZIP 33050 $ 006.73[5]
02 1W
0001390505 DEC 11 2015

NAME
1ST NOTICE
2ND NOTICE
RETURN

LV 4023 13-4415 LP

:BRA L CLEMENT

NIXIE 335 5C 1 0002/12/16
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33050427799 *2106-04805-11-46

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14120053

CERT #: 7015 1730 0001 8279 0654

GOOD SERVICE: _____

NO SERVICE: _____

7015 1730 0001 8279 0654

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total
$

Sent
Joseph P Clements & Debra L Clements

Stree
728 Prado Circle

City,
Key West FL 33040

CE14120053 MJ

PS F ... nstructions

MARATHON FL 33050
DEC Postmark Here 2015
USPS

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120053

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **CLEMENTS JOSEPH P & DEBRA L**, described as **728 PRADO CIRCLE, BIG COPPITT KEY, FL 33040**, having the property **RE#: 00149800000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 1/8/16 Time: 12:48

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/8/16 Time: 10:47

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 8 day of January, 2016.

Nicole M. Petrick
Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, **CHERYL MARTIN JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **CLEMENTS JOSEPH P & DEBRA L, 728 PRADO CIRCLE, KEY WEST, FL 33040**.

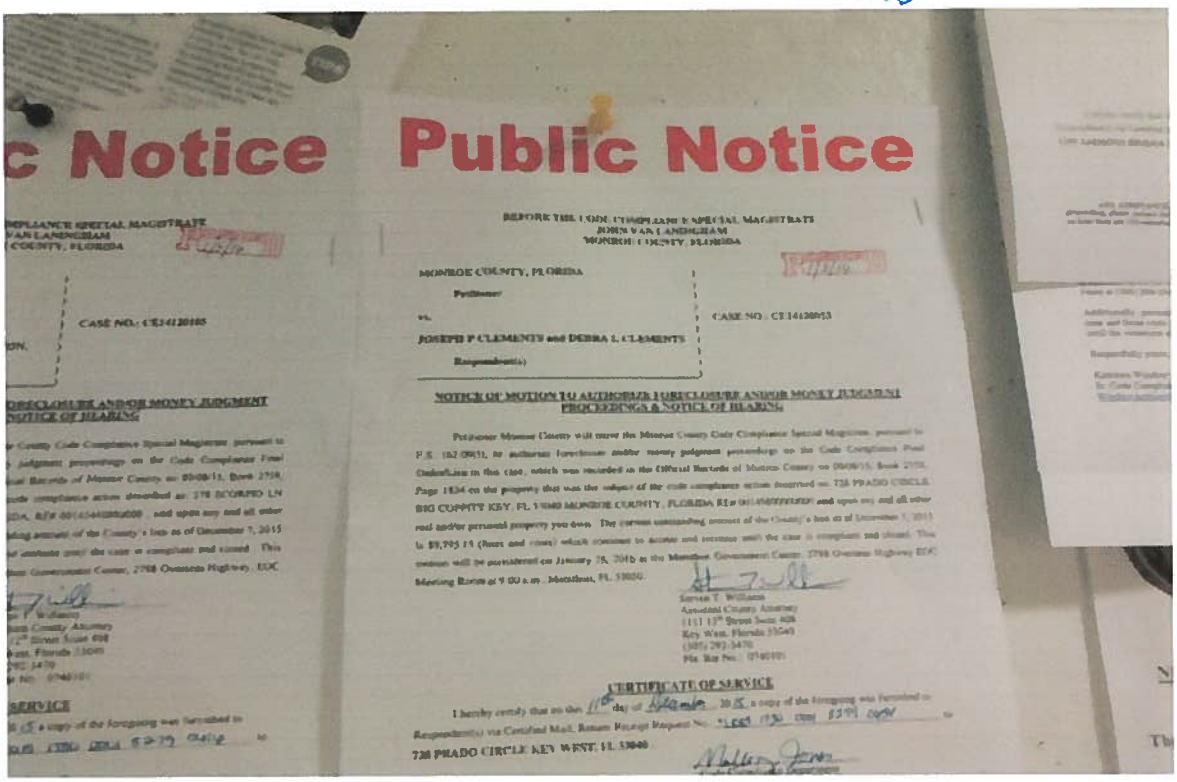
Signature: Cheryl Martin Jones

Sworn to and subscribed before me this 7th day of January, 2016.

Nicole M. Petrick
Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CE14120053. 728 Prado Circle Big Coppitt Key
Insp. Dowling 01/08/2016 MD -



USPS Tracking®

Customer Service ›
Have questions? We're here to help.

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70151730000182790654

Updated Delivery Day: **Tuesday, December 15, 2015**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
December 14, 2015 , 1:15 pm	Notice Left (No Authorized Recipient Available)	KEY WEST, FL 33040

We attempted to deliver your item at 1:15 pm on December 14, 2015 in KEY WEST, FL 33040 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed by December 29, 2015 then it will be returned to sender.

December 14, 2015 , 9:36 am	Arrived at Unit	KEY WEST, FL 33040
December 13, 2015 , 12:21 am	Departed USPS Facility	MIAMI, FL 33152
December 11, 2015 , 11:10 pm	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70151730000182790654 Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›

Copyright © 2016 USPS. All Rights Reserved.

Search or Enter a Tracking Number

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA	)	
	)	
Petitioner	)	
	)	
vs.	)	**CASE NO.: CE14120053**
	)	
JOSEPH P CLEMENTS and DEBRA L CLEMENTS	)	
	)	
Respondent(s)	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1834 on the property that was the subject of the code compliance action described as: 728 PRADO CIRCLE BIG COPPITT KEY, FL 33040 MONROE COUNTY, FLORIDA RE# 00149800000000 **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $9,795.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of December, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1730 0001 8279 0654 to **728 PRADO CIRCLE KEY WEST, FL 33040 .**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA	)	
	)	
Petitioner,	)	
vs.	)	Case No.: **CE14120053**
	)	
JOSEPH P CLEMENTS and DEBRA L CLEMENTS	)	
	)	
	)	
Respondent(s)	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of January, 2016

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1194921 **Parcel ID:** 00149800-000000

Ownership Details

Mailing Address:
CLEMENTS JOSEPH P
728 PRADO CIR
KEY WEST, FL 33040-7601

All Owners:
CLEMENTS DEBRA L T/C, CLEMENTS JOSEPH P

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	22-67-26
Property Location:	728 PRADO CIR BIG COPPITT KEY
Subdivision:	COPPITT SUBD AMD
Legal Description:	BK 2 LT 23 COPPITT SUB AMD PLAT BIG COPPITT KEY PB4-50 OR537-413 OR1179-1748 OR1305-1523 OR1458-1736/37 OR1458-1736/37 OR1639-1403/04 OR2408-954/64F/J

Click Map Image to open interactive viewer

Exemptions

Exemption	Amount
44 - ADDL HOMESTEAD	25,000.00
37 - SPECIAL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area

010D - RESIDENTIAL DRY	0	0	7,495.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1296
Year Built: 1997

Building 1 Details

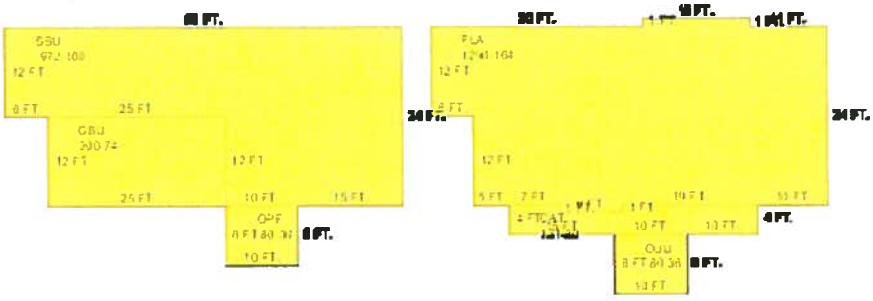
Building Type	R1	Condition	A	Quality Grade	450
Effective Age	20	Perimeter	164	Depreciation %	27
Year Built	1997	Special Arch	0	Grnd Floor Area	1,296
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC PILINGS
Heat 1	NONE	Heat 2	NONE	Bedrooms	2
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area

1	SBU	11:VINYL SIDING	1	1997		0.00	0.00	972
2	GBU	11:VINYL SIDING	1	1997		0.00	0.00	300
4	OPF	11:VINYL SIDING	1	1997		0.00	0.00	80
5	FLA	11:VINYL SIDING	1	1997	Y	0.00	0.00	1,296
6	CAT	11:VINYL SIDING	1	1997		0.00	0.00	131
7	OUU	11:VINYL SIDING	1	1997		0.00	0.00	80

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	360 SF	30	12	1996	1997	2	50
2	UB3:LC UTIL BLDG	8 SF	4	2	1996	1997	1	30

Appraiser Notes

DELETED A CAT, GBF TO GBU ,SBF TO SBU & OUF TO CAT.3/6/2001 D.M.J.
14-1 EA AND CONDITION ADJ WILMA DAMAGE FOLLOW-UP. 2/27/2007.RON

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	94-1497	04/01/1995	04/01/1997	85,000	Residential	SFR
	97-544	04/01/1997	11/01/1997	2,000	Residential	ENCLOSURE

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	140,408	2,044	157,411	299,863	250,435	25,000	237,730
2014	143,395	1,916	104,940	250,251	237,028	25,000	212,029
2013	147,168	1,975	107,085	256,228	238,363	25,000	213,363
2012	154,716	2,034	107,085	263,835	226,977	25,000	215,324
2011	156,602	2,093	56,889	215,584	213,041	25,000	188,041
2010	158,489	2,152	53,542	214,183	210,785	25,000	185,786
2009	178,311	2,211	87,006	267,528	201,936	25,000	176,936
2008	163,985	2,269	229,250	395,504	201,734	25,000	176,734
2007	180,384	2,328	229,250	411,962	195,858	25,000	170,858
2006	252,967	2,387	196,500	451,854	180,237	25,000	155,237
2005	187,383	2,445	163,750	353,578	185,516	25,000	160,516
2004	167,999	2,505	65,500	236,004	180,113	25,000	155,113
2003	167,999	2,563	52,400	222,962	176,755	25,000	151,755

2002	137,739	2,622	52,400	192,761	172,613	25,000	147,613
2001	137,739	2,681	29,475	169,895	169,895	25,000	144,895
2000	121,365	1,296	29,475	152,136	125,346	25,000	100,346
1999	105,183	1,148	15,720	122,051	122,051	25,000	97,051
1998	105,183	1,171	15,720	122,074	122,074	25,000	97,074
1997	0	0	15,720	15,720	15,720	0	15,720
1996	0	0	15,720	15,720	15,720	0	15,720
1995	0	0	15,720	15,720	15,720	0	15,720
1994	0	0	15,720	15,720	15,720	0	15,720
1993	0	0	15,720	15,720	15,720	0	15,720
1992	0	0	15,720	15,720	15,720	0	15,720
1991	0	0	15,720	15,720	15,720	0	15,720
1990	0	0	15,720	15,720	15,720	0	15,720
1989	0	0	11,135	11,135	11,135	0	11,135
1988	0	0	8,843	8,843	8,843	0	8,843
1987	0	0	7,860	7,860	7,860	0	7,860
1986	0	0	7,860	7,860	7,860	0	7,860
1985	0	0	5,895	5,895	5,895	0	5,895
1984	0	0	5,895	5,895	5,895	0	5,895
1983	0	0	5,895	5,895	5,895	0	5,895
1982	0	0	5,372	5,372	5,372	0	5,372

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
5/26/2000	1639 / 1403	215,000	WD	Q
5/1/1997	1458 / 1736	180,000	WD	U
4/1/1994	1305 / 1523	16,000	WD	Q
2/1/1974	537 / 413	1,600	00	Q

This page has been visited 122,962 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No _____

Department: County Attorney
Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Jacob J Freeman and the property located at 6 Egret Lane, Gieger Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE14120093.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,500.00 as of March 5, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE14120093: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on September 2, 2015. The County's lien was recorded on September 8, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner does not own additional real property;
- No efforts toward compliance have been made to date; and
- The public records of Monroe County indicate a pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty SCW OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: FREEMAN JACOB J
6 EGRET LANE
KEY WEST, FL 33040

Case Number: CE14120093

Location: 6 EGRET LANE GEIGER KEY, FL 33040
Re Number: 00142000000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/28/2015 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT 1 1 of 10

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1294 on 2/23/15.

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 1 3 of 10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 14120093

GOOD SERVICE: _____

NO SERVICE: P

7013 1090 0000 4227 1294

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postag	

Postmark Here

MAR 02 2015

Sent To: FREEMAN JACOB J
Street, Apt. No. or PO Box No: 6 EGRET LANE
City, State, ZI: KEY WEST, FL 33040
CE14120093 NOV TS

PS Form 3800, August 2006

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
FREEMAN JACOB J
6 EGRET LANE
KEY WEST, FL 33040
CE14120093 NOV TS

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X
☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery: MAR 02 2015

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type: ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

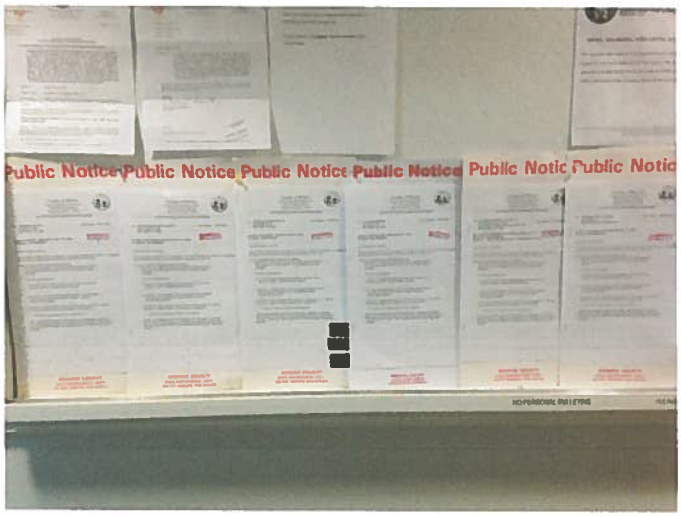
4. Restricted Delivery? (Extra Fee) ☐ Yes

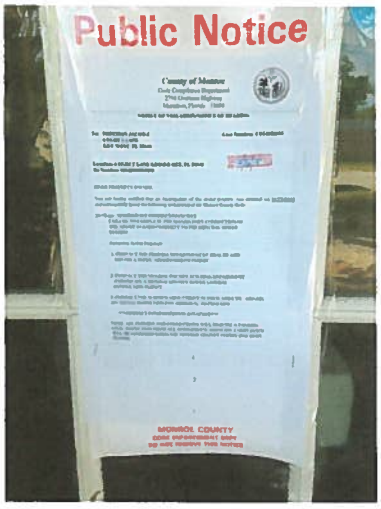
2. Article Number (Transfer from service label): 7013 1090 0000 4227 1294

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

PETITIONER'S EXHIBIT 1 4 of 10





CE14120093-Jacob Freeman
6 Egret Ln., Geiger Key
4-16-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
1
5 of 10

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120093

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: FREEMAN JACOB J, described as 6 EGRET LANE GEIGER KEY, FL 33040 having the property RE#: 00142000000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 04/30/2015 .

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 4/16/15 Time: 10:20

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 4/16/15 Time: 11:15

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Traci Schoenrock

Sworn to and subscribed before me this 16th day of April, 2015.
Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Mallory Jones, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: FREEMAN JACOB J 6 EGRET LANE KEY WEST, FL 33040.

Signature: Mallory Jones

Sworn to and subscribed before me this 16th day of April, 2015.
Martina Lake
Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

PETITIONER'S EXHIBIT
tabbies
1 of 10

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: ALDRIDGE CONNORS, LLP
1615 SOUTH CONGRESS AVE STE 200
DELRAY BEACH , FL 33445

Case Number: CE14120093

Re: FREEMAN JACOB J
Re Number: 00142000000000
Location: 6 EGRET LANE GEIGER KEY, FL 33040

DEAR PROPERTY OWNER,

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PETITIONER'S EXHIBIT
1
7 of 10

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You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 d
Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Traci Schoenrock

SCHOENROCK, TRACI
Code Inspector
305-292-4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1300 on 2/23/15.

C Martin Jones

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

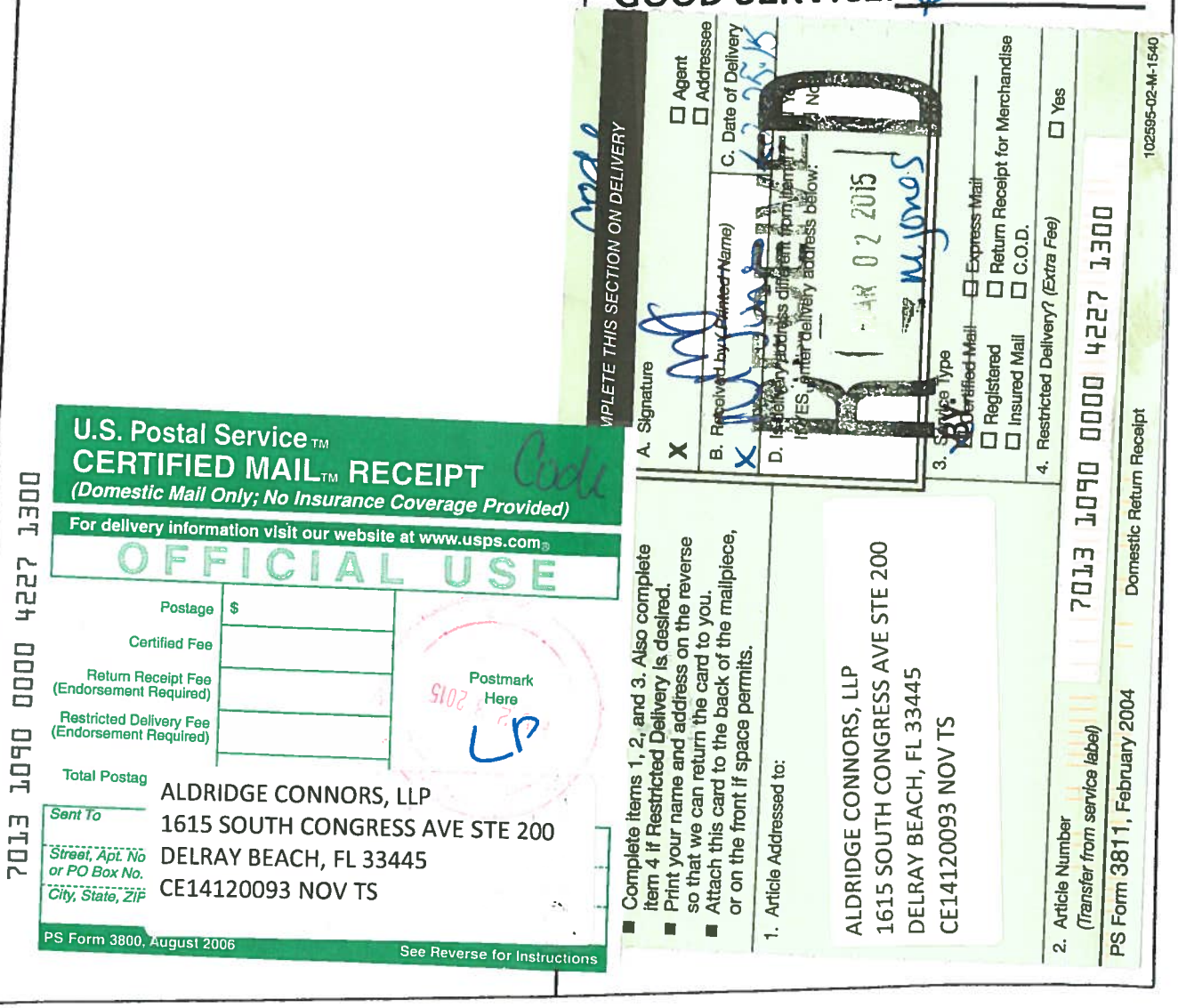
PETITIONER'S EXHIBIT
1
9 of 10

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 14120093

GOOD SERVICE: 6



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For delivery information visit our website at www.usps.com®
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postag
Postmark Here
Sent To
Street, Apt. No or PO Box No.
City, State, ZIP
ALDRIDGE CONNORS, LLP
1615 SOUTH CONGRESS AVE STE 200
DELRAY BEACH, FL 33445
CE14120093 NOV TS
PS Form 3800, August 2006
See Reverse for Instructions

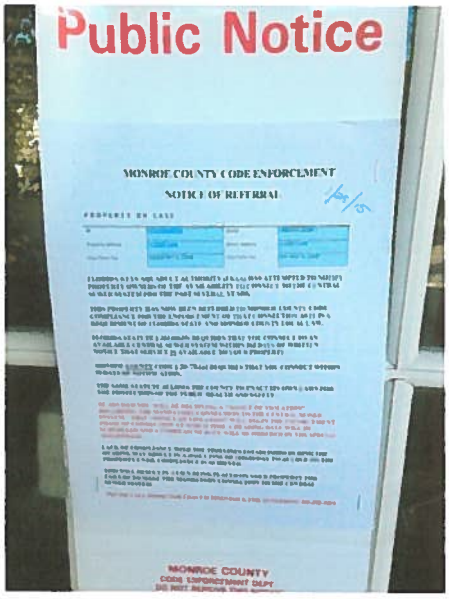
7013 1090 0000 4227 1300

SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
ALDRIDGE CONNORS, LLP
1615 SOUTH CONGRESS AVE STE 200
DELRAY BEACH, FL 33445
CE14120093 NOV TS

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
Agent
Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
3. Service Type
Certified Mail
Express Mail
Registered
Return Receipt for Merchandise
Insured Mail
C.O.D.
4. Restricted Delivery? (Extra Fee)
Yes
2. Article Number (Transfer from service label) 7013 1090 0000 4227 1300
PS Form 3811, February 2004 Domestic Return Receipt
102595-02-M-1540

PETITIONER'S EXHIBIT
1
10 of 10

CE14120093-Jacob Freeman
6 Egret Ln., Geiger Key
1-28-15 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

RECEIVED 1/28/15

PROPERTY ON CASE

RE	00142000000000	Owner	FREEMAN JACOB J
Property Address	6 EGRET LANE	Owner Address	6 EGRET LANE
City/State/Zip	GEIGER KEY FL 33040	City/State/Zip	KEY WEST FL 33040

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AVAILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS: 3

PETITIONER'S EXHIBIT 2 2 of 2

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Brian L. Barroso
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATION OF MAILING

I, Thomas G. Walker, Manager of Engineering, hereby certify that the 30 Day Notice for Connection to the Big Coppitt Wastewater System (**Exhibit A**) was mailed on August 10, 2009 to all property owners of the Big Coppitt Wastewater System listed on Schedule B (**Exhibit B**) attached hereto, which mailing was required by Monroe County Ordinance 017-2002 Section 5 (**Exhibit C**).

I further certify that on September 18, 2012 a letter (**Exhibit D**) was mailed to those individuals (**Exhibit E**) who have not connected to the wastewater system as of January 18, 2012.

Certified on September 17, 2013.

By: _____
Thomas G. Walker, Manager of Engineering

PETITIONER'S EXHIBIT
6
1 of 3

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number
Physical Address

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with the Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from this property. All properties on **Shark Key** and all properties on the **bayside of U.S. 1 on Big Coppitt Key** are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is required. Your property is in **Phase <>**. The required connection date for this property is no later than **<>**, however you may connect your property any time prior to that date.

In order to facilitate an orderly connection process connection requirements are being implemented in phases. Please see the attached map and table for a description of the Big Coppitt and Shark Key streets eligible for connection and their compulsory connection date.

Billing for wastewater is based on the availability of the system and the establishment of a wastewater rate by the FKAA Board of Directors. Billing for wastewater will occur no sooner than the September billing cycle. The billing cycle will begin at the same time for all properties regardless of which connection phase your property is located in. The first wastewater billing cycle will consist of the base facility charge only. Subsequent bills will include the base facility charge and flow charge. A follow-up letter will provide information on the rates and billing cycle once it has been established by the FKAA Board of Directors. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 293-7524 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Olympia Newton at (305) 295-2144 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 10th day of August, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

EXHIBIT A

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number:
Physical Address:

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from Rockland Ocean, Rockland Gulf, Big Coppitt Key and Geiger Key. All properties in the wastewater district are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is mandatory. The required connection date for this property is no later than January 11, 2010, however you may connect your property any time prior to that date.

Billing for wastewater is based on the availability of the system. Billing for wastewater will commence in January 2010.

The first wastewater billing cycle will consist of the base facility charge only. The base facility charge is based on meter size. Most residential meters are 5/8" and would receive a base facility charge of $25.90. Subsequent bills will include the base facility charge and flow charge. Flow charges are calculated at a rate of $9.80 per thousand gallons of water consumed. The consumption charges for single-family residences are capped at 12,000 gallons. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 809-5670 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Joshua Peele at (305) 809-2636 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 8th day of December, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
3 of 3

DocH 2044752 09/08/2015 12:46PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs.

JACOB J. FREEMAN
Respondent(s).

Case No.: CE14120093

Subject Property Real Estate Number: 00142000-000000

DocH 2044752
Bk# 2759 Pg# 1832

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____
were (were not) present and did (did not) contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/1/15 **("THE COMPLIANCE DATE").**
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) $ 100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 30TH day of April, 2015.

John G. Van Lanmgham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE14120093

JACOB J FREEMAN
6 EGRET LANE
KEY WEST, FL 33040

Location of Subject Property:
6 EGRET LANE
GEIGER KEY, FL 33040

RE NUMBER: 00142000-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 4TH day of May, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JACOB J FREEMAN
6 EGRET LANE
KEY WEST, FL 33040

COPY

Date: September 11, 2015

Subject: Code Case CE14120093
Property Location: 6 EGRET LANE, GEIGER KEY, FL 33040
Real Estate No.: 00142000000000

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1832. The current amount of the County's lien is $1074.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

COUNTY of MONROE
GROWTH MANAGEMENT DIVISION
MONROE COUNTY
CODE COMPLIANCE
2798 OVERSEAS HIGHWAY, SUITE 330
MARATHON, FL 33050-2227

NP Lien letter

11 SEP 2015
137 PB8621888
9553 $00.48⁵ SEP 11 15
3608 MARATHON FL 33050

RECEIVED 9/21/15

JACOB J FREEMAN
6 EGRET LANE
KEY WEST, FL 33040

33050@4277

NIXIE 333 7E 1009 0009/17/15

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 33050427780 *2938-06979-11-44

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JACOB J FREEMAN
6 EGRET LANE
KEY WEST FL 33040

FILE COPY

Dec 11, 2015

Subject: Code Case: CE14120093
Location: 6 EGRET LANE GEIGER KEY, FL 33040

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

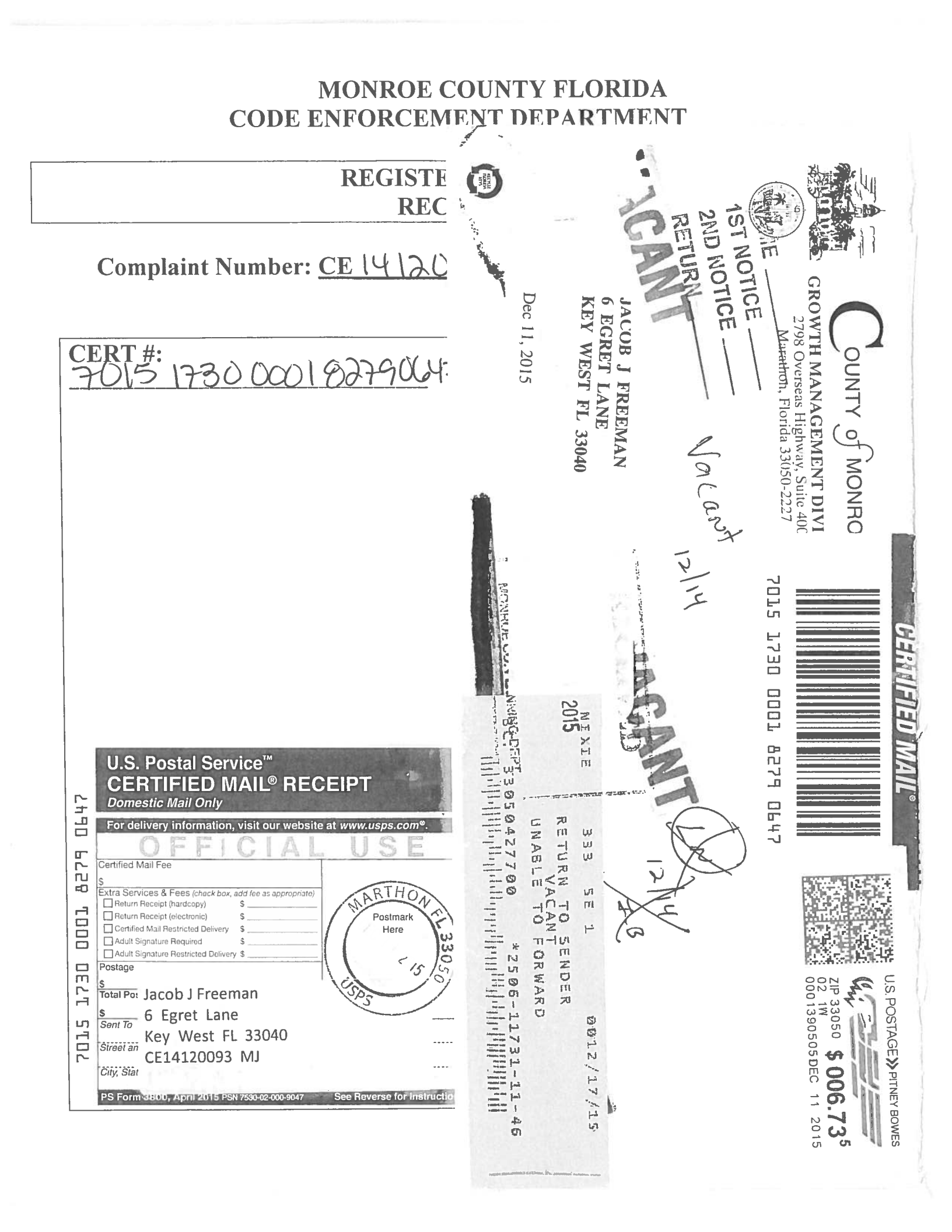
Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTE
REC

Complaint Number: CE 14120

CERT #:
7015 1730 0001 8279 064



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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Po: Jacob J Freeman
$ Sent To 6 Egret Lane
Street an Key West FL 33040
City, Stat CE14120093 MJ

MARTHON FL 33050
Postmark Here
12 15
USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructio

7015 1730 0001 8279 0647

CERTIFIED MAIL®

U.S. POSTAGE PITNEY BOWES
ZIP 33050 $ 006.73⁵
02 1W
0001390505 DEC 11 2015

County of Monro
GROWTH MANAGEMENT DIVI
2798 Overseas Highway, Suite 40(
Marathon, Florida 33050-2227

Dec 11, 2015

JACOB J FREEMAN
6 EGRET LANE
KEY WEST FL 33040

1ST NOTICE ____
2ND NOTICE ____
RETURN ____

VACANT

Vacant 12/14

VACANT

12/14

MONROE COUNTY FL
NIXIE
333 SE 1 0012/17/15
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 33050427700 *2506-11731-11-46

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE14120093

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **FREEMAN JACOB J**, described as **6 EGRET LANE, GEIGER KEY, FL 33040**, having the property **RE#: 00142000000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 12/30/15 Time: 12:43

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 12/30/15 Time: 12:12

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 30 day of December, 2015.

Notary Public, State of Florida

MARIA L. PARTINGTON
Notary Public - State of Florida
My Comm. Expires Sep 13, 2017
Commission # FF 025981
Bonded Through National Notary Assn.

CERTIFICATION OF MAILING:

I, **CHERYL M JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **FREEMAN JACOB J, 6 EGRET LANE, KEY WEST, FL 33040**.

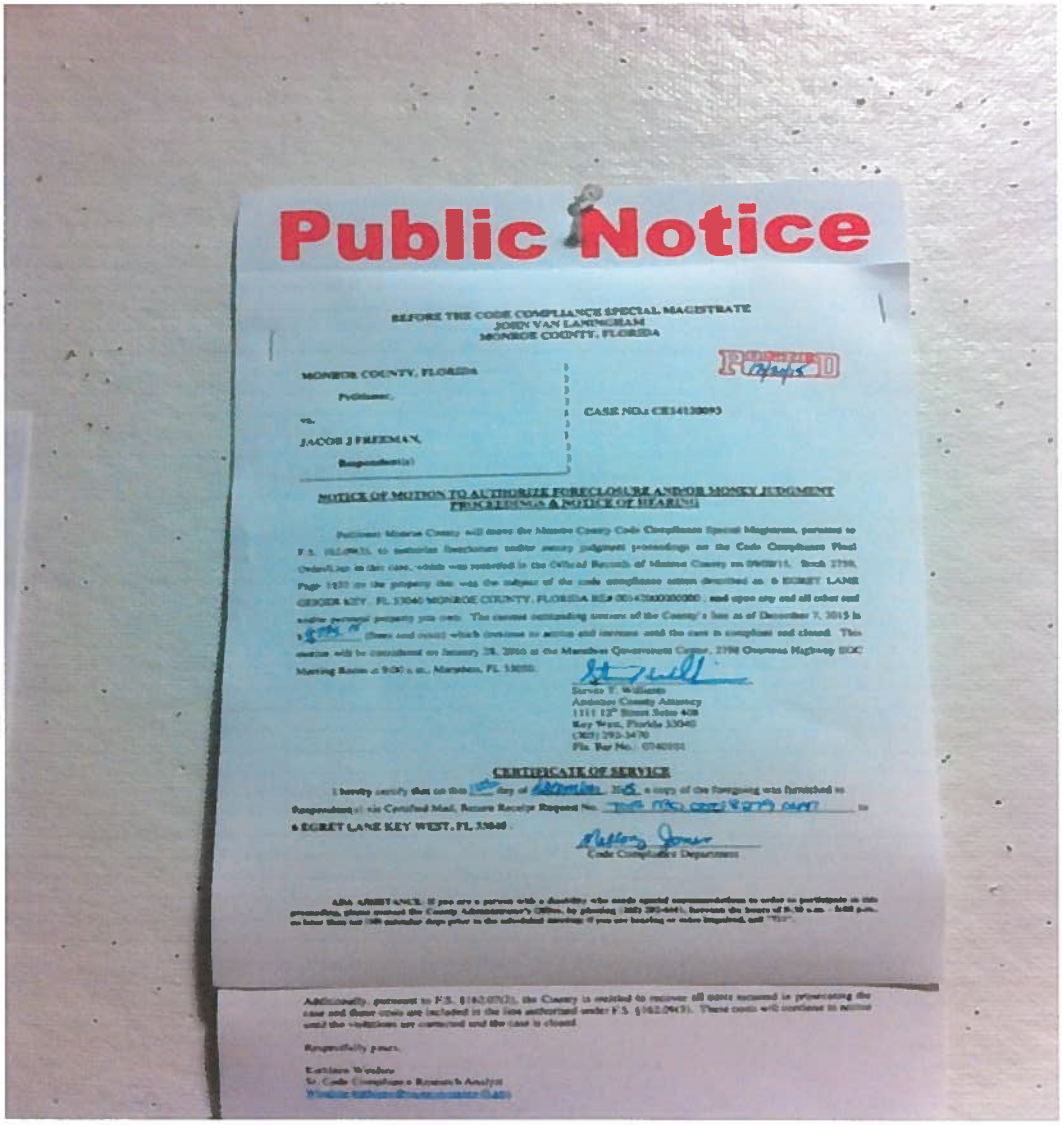
Signature: CMaudi Jones

Sworn to and subscribed before me this 29th day of December, 2015.

Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

CE14120093 6 Egret Lane Geiger Key Monroe County Court House
Public Posting Insp. Dowling 12/30/15 ND



Public Notice

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner,
vs.
JACOB J FREEMAN,
Respondent(s)

CASE NO.: CE14120093

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/08/15, Book 2750, Page 1537 on the property that was the subject of the code compliance action described as: 6 EGRET LANE GEIGER KEY, FL 33040 MONROE COUNTY, FLORIDA RE# 00143000000000, and upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $[illegible] (fines and costs) which continue to accrue and increase until the case is completed and closed. This matter will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway BOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2015, a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Requested No. [illegible] to 6 EGRET LANE KEY WEST, FL 33040.

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m. no later than two (2) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Woodson
Sr. Code Compliance Research Analyst

CE14120093 6 Egret Lane Geiger Key
Public Posting Insp. Dowling 12/30/15 ND

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE14120093**
	)	
JACOB J FREEMAN,	)	
	)	
Respondent(s)	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1832 on the property that was the subject of the code compliance action described as: 6 EGRET LANE GEIGER KEY, FL 33040 MONROE COUNTY, FLORIDA RE# 00142000000000 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $9,795.15 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of December, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1730 0001 8279 0647 to **6 EGRET LANE KEY WEST, FL 33040 .**

Mallory Jones
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA	)	
	)	
Petitioner,	)	
vs.	)	Case No.: **CE14120093**
	)	
JACOB J FREEMAN,	)	
	)	
	)	
Respondent(s)	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 29TH day of January, 2016

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1183351 **Parcel ID:** 00142000-000000

Ownership Details

Mailing Address:
FREEMAN JACOB J
6 EGRET LN
KEY WEST, FL 33040

Property Details

PC Code:	08 - MULTI FAMILY LESS THAN 10UNITS
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	26-67-26
Property Location:	6 EGRET LN GEIGER KEY
Subdivision:	BOCA CHICA OCEAN SHORES
Legal Description:	BK 6 LTS 2-3 BOCA CHICA OCEAN SHORES PB5-49 GEIGER KEY OR463-780 OR521-76 OR782-32 OR813-1623 OR1046-1119 OR1189-2323/24 OR1440-911/12 OR1964-229

Click Map Image to open interactive viewer

Land Details

Land Use Code	Frontage	Depth	Land Area
010C - RESIDENTIAL CANAL	0	0	6,000.00 SF
M10C - RESIDENTIAL CANAL			6,000.00 SF

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 0
Total Living Area: 3472
Year Built: 1970

Building 1 Details

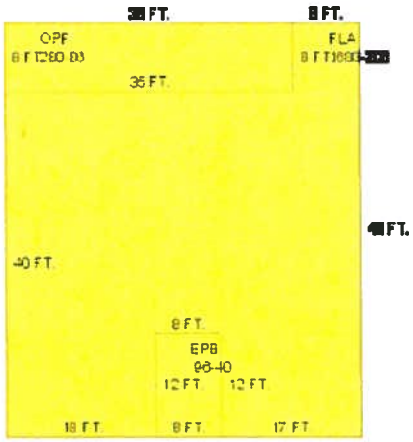
Building Type	R2	Condition	A	Quality Grade	500
Effective Age	35	Perimeter	388	Depreciation %	37
Year Built	1970	Special Arch	0	Grnd Floor Area	3,472
Functional Obs	0	Economic Obs	0		

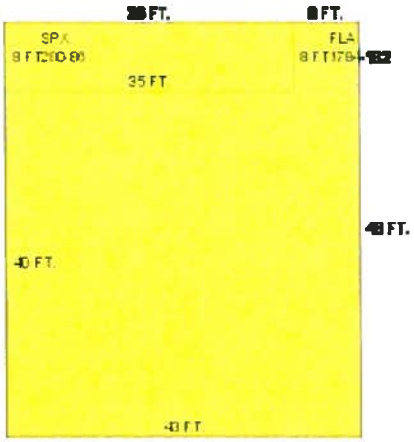
Inclusions: R2 includes 2 3-fixture baths and 2 kitchens.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC PILINGS
Heat 1	NONE	Heat 2	NONE	Bedrooms	4
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0





Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	10:HARDIE BD	1	1969		N	0.00	0.00	1,688
2	EPB	10:HARDIE BD	1	1969			0.00	0.00	96
3	OPF	10:HARDIE BD	1	1969			0.00	0.00	280
4	SPX	5:C.B.S.	1	1969			0.00	0.00	280
5	FLA	5:C.B.S.	1	1969			0.00	0.00	1,784

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	210 SF	0	0	1976	1977	2	50
2	RW2:RETAINING WALL	69 SF	0	0	1976	1977	3	50
3	RW2:RETAINING WALL	207 SF	69	3	1969	1970	3	50
4	RW2:RETAINING WALL	180 SF	60	3	1969	1970	1	50
5	RW2:RETAINING WALL	100 SF	100	1	1969	1970	4	50
6	AC2:WALL AIR COND	1 UT	0	0	1989	1990	1	20
7	AC2:WALL AIR COND	1 UT	0	0	1991	1992	2	20
8	DK3:CONCRETE DOCK	210 SF	70	3	1969	1970	3	60
9	DK3:CONCRETE DOCK	60 SF	12	5	1969	1970	3	60

Appraiser Notes

INFOMATION ON THE R-2 PROVIDED BY THE FKAA 6-12-96 6/4/2002 PUF TO SPX. D.M.J
14-1
MADE SOH% ADJ'S; ALTHOUGH DAMAGED IN WILMA, DOWNSTAIRS IS A SEPARATE UNIT.
RE 14199 COMBINED FOR ASSMT PURPOSES 4-22-94
PROPERTY OWNER CAME INTO OFFICE AND REQUESTED THAT LOT 2 BE SEPARATED OUT, THEN CALLED ME SEVERAL DAYS LATER AND SAID NOT TO DO IT SINCE THE BLDG DEPT WILL NEVER ISSUE HIM A PERMIT TO BUILD ANOTHER HOME.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	10104290	07/16/2010		0	Residential	EMERGENCY ELECTRIC REPAIR

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	284,041	5,645	214,200	503,886	503,886	0	503,886
2014	280,102	5,131	214,200	499,433	481,108	0	499,433
2013	284,479	5,131	158,738	448,348	437,371	0	448,348
2012	284,479	5,131	108,000	397,610	397,610	0	397,610
2011	310,118	5,131	110,250	425,499	425,499	0	425,499
2010	315,115	5,131	93,654	413,900	413,900	0	413,900
2009	351,090	5,131	143,175	499,396	499,395	25,000	474,396
2008	327,917	5,131	276,000	609,048	576,727	25,000	551,727
2007	348,271	5,131	300,000	653,402	611,733	25,000	586,733

2006	483,778	4,552	300,000	788,330	554,501	25,000	529,501
2005	348,320	4,678	198,000	550,998	499,426	25,000	474,426
2004	324,114	4,766	156,000	484,880	484,880	25,000	459,880
2003	324,114	4,917	108,000	437,031	351,716	25,000	326,716
2002	237,365	5,070	108,000	350,435	306,059	25,000	281,059
2001	210,305	5,201	75,000	290,506	274,578	25,000	249,578
2000	210,305	3,070	75,000	288,376	269,683	25,000	244,683
1999	191,749	2,956	50,400	245,105	245,105	25,000	220,105
1998	179,378	2,893	50,400	232,671	232,671	0	232,671
1997	154,636	2,619	50,400	207,655	207,655	0	207,655
1996	151,048	2,527	50,400	203,974	203,974	0	203,974
1995	153,808	504	50,400	204,712	204,712	0	204,712
1994	153,808	520	50,400	204,728	204,728	0	204,728
1993	133,746	465	21,000	155,211	155,211	0	155,211
1992	133,746	479	21,000	155,225	155,225	0	155,225
1991	88,969	480	21,000	110,449	110,449	0	110,449
1990	88,969	480	19,500	108,949	108,949	0	108,949
1989	88,969	480	18,600	108,049	108,049	0	108,049
1988	64,267	480	9,300	74,047	74,047	0	74,047
1987	63,749	480	9,300	73,529	73,529	0	73,529
1986	63,995	480	9,300	73,775	73,775	0	73,775
1985	62,198	480	9,300	71,978	71,978	0	71,978
1984	58,775	480	9,300	68,555	68,555	0	68,555
1983	58,987	480	9,300	68,767	68,767	0	68,767
1982	59,746	480	9,263	69,489	69,489	0	69,489

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/23/2003	1964 / 0229	515,000	WD	Q
11/1/1991	1189 / 2323	220,000	WD	M
2/1/1988	1046 / 1119	169,500	WD	M
2/1/1973	521 / 76	17,600	00	Q

This page has been visited 126,313 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 | Department: County Attorney
Bulk Item: Yes X No _____ | Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Mark Holzapfel and the property located at 516 Park Dr., Rockland, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE15010049.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $15,500.00 as of March 5, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE15010049: The Special Magistrate found the property in violation and ordered a compliance date of October 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on October 2, 2015. The County's lien was recorded on October 9, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner does not own additional real property;
- No efforts toward compliance have been made to date; and
- The public records of Monroe County indicate no pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: **Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.**

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 5/7/16 OMB/Purchasing _____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148

Case Number: CE15010049

Location: 516 PARK DR, ROCKLAND KEY, FL 33040
Re Number: 00148370000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on **01/28/2015** and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT 1 tabbies 1824

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 05/28/2015 at 09:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **05/21/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Traci Schoenrock

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1710 0000 2973 6478 on 4/16/15.

C Martin Jones

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 1 3824

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 15010049

CERT #: 7013 1710 0000 2973 6478

GOOD SERVICE: Rec'd 4/27/15 M. Jones

NO SERVICE: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148
CE15010049/NOV/TS

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X M. Holzapfel ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
X 4/27/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0000 2973 6478

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	¢

MARATHON FL 33050 Postmark Here APR 15 2015 USPS

HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148
CE15010049/NOV/TS

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 2973 6478

PETITIONER'S EXHIBIT
4834

CE15010049-Mark Holzapfel
516 Park Dr., Big Coppitt
1-28-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 1/28/15

PROPERTY ON CASE

RE	00148370000000	Owner	HOLZAPFEL MARK
Property Address	516 PARK DR	Owner Address	1300 15TH CT LOT 69
City/State/Zip	ROCKLAND KEY FL 33040	City/State/Zip	KEY WEST FL 33040-4148

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AVAILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS

PETITIONER'S EXHIBIT 2 of 2

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Brian L. Barroso
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATION OF MAILING

I, Thomas G. Walker, Manager of Engineering, hereby certify that the 30 Day Notice for Connection to the Big Coppitt Wastewater System (**Exhibit A**) was mailed on August 10, 2009 to all property owners of the Big Coppitt Wastewater System listed on Schedule B (**Exhibit B**) attached hereto, which mailing was required by Monroe County Ordinance 017-2002 Section 5 (**Exhibit C**).

I further certify that on September 18, 2012 a letter (**Exhibit D**) was mailed to those individuals (**Exhibit E**) who have not connected to the wastewater system as of January 18, 2012.

Certified on September 17, 2013.

By: _____
Thomas G. Walker, Manager of Engineering

PETITIONER'S EXHIBIT
tabbies
6
1 of 3

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number
Physical Address

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with the Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from this property. All properties on **Shark Key** and all properties on the **bayside of U.S. 1 on Big Coppitt Key** are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is required. Your property is in **Phase <>**. The required connection date for this property is no later than <>, however you may connect your property any time prior to that date.

In order to facilitate an orderly connection process connection requirements are being implemented in phases. Please see the attached map and table for a description of the Big Coppitt and Shark Key streets eligible for connection and their compulsory connection date.

Billing for wastewater is based on the availability of the system and the establishment of a wastewater rate by the FKAA Board of Directors. Billing for wastewater will occur no sooner than the September billing cycle. The billing cycle will begin at the same time for all properties regardless of which connection phase your property is located in. The first wastewater billing cycle will consist of the base facility charge only. Subsequent bills will include the base facility charge and flow charge. A follow-up letter will provide information on the rates and billing cycle once it has been established by the FKAA Board of Directors. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 293-7524 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Olympia Newton at (305) 295-2144 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 10th day of August, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
tabbies
6
2 of 3

EXHIBIT A

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number:
Physical Address:

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from Rockland Ocean, Rockland Gulf, Big Coppitt Key and Geiger Key. All properties in the wastewater district are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is mandatory. The required connection date for this property is no later than January 11, 2010, however you may connect your property any time prior to that date.

Billing for wastewater is based on the availability of the system. Billing for wastewater will commence in January 2010.

The first wastewater billing cycle will consist of the base facility charge only. The base facility charge is based on meter size. Most residential meters are 5/8" and would receive a base facility charge of $25.90. Subsequent bills will include the base facility charge and flow charge. Flow charges are calculated at a rate of $9.80 per thousand gallons of water consumed. The consumption charges for single-family residences are capped at 12,000 gallons. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 809-5670 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Joshua Peele at (305) 809-2636 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 8th day of December, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
3 of 3

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, **Petitioner,**	**Case No.: CE15010049**
vs.	**Subject Property Real Estate Number: 00148370-000000**
MARK HOLZAPFEL **Respondent(s).**	DocH 2048813 10/09/2015 4:26PM Filed & Recorded in Official Records of MONROE COUNTY AMY HEAVILIN
	DocH 2048813 BkH 2764 PgH 1548

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were / ~~were not~~** present and **did / ~~did not~~** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 10/1/15 (**"THE COMPLIANCE DATE"**).
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) **$** 100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 28TH day of May, 20 15.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Doc# 2048813
Bk# 2764 Pg# 1549

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE15010049

MARK HOLZAPFEL
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148

Location of Subject Property:
516 PARK DR
ROCKLAND KEY, FL 33040

RE NUMBER: 00148370000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 28TH day of May, 20 15.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148

COPY

Date: October 21, 2015

Subject: Code Case CE15010049
Property Location: 516 PARK DR, ROCKLAND KEY, FL 33040
Real Estate No.: 00148370-000000

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 10/09/15, Book 2764, Page 1548. The current amount of the County's lien is $2033.66 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

MARK HOLZAPFEL
1300 15TH CT LOT 69
KEY WEST FL 33040-4148

December 30, 2015

Subject: Code Case: CE15010049
Location: 516 PARK DR ROCKLAND KEY

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 89 days for a current total of $8,900.00.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $181.66 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $9,081.66 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

MARK HOLZAPFEL
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148

Jan 12, 2016

Subject: Code Case: CE15010049
Location: 516 PARK DR ROCKLAND KEY, FL 33040

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on February 25, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

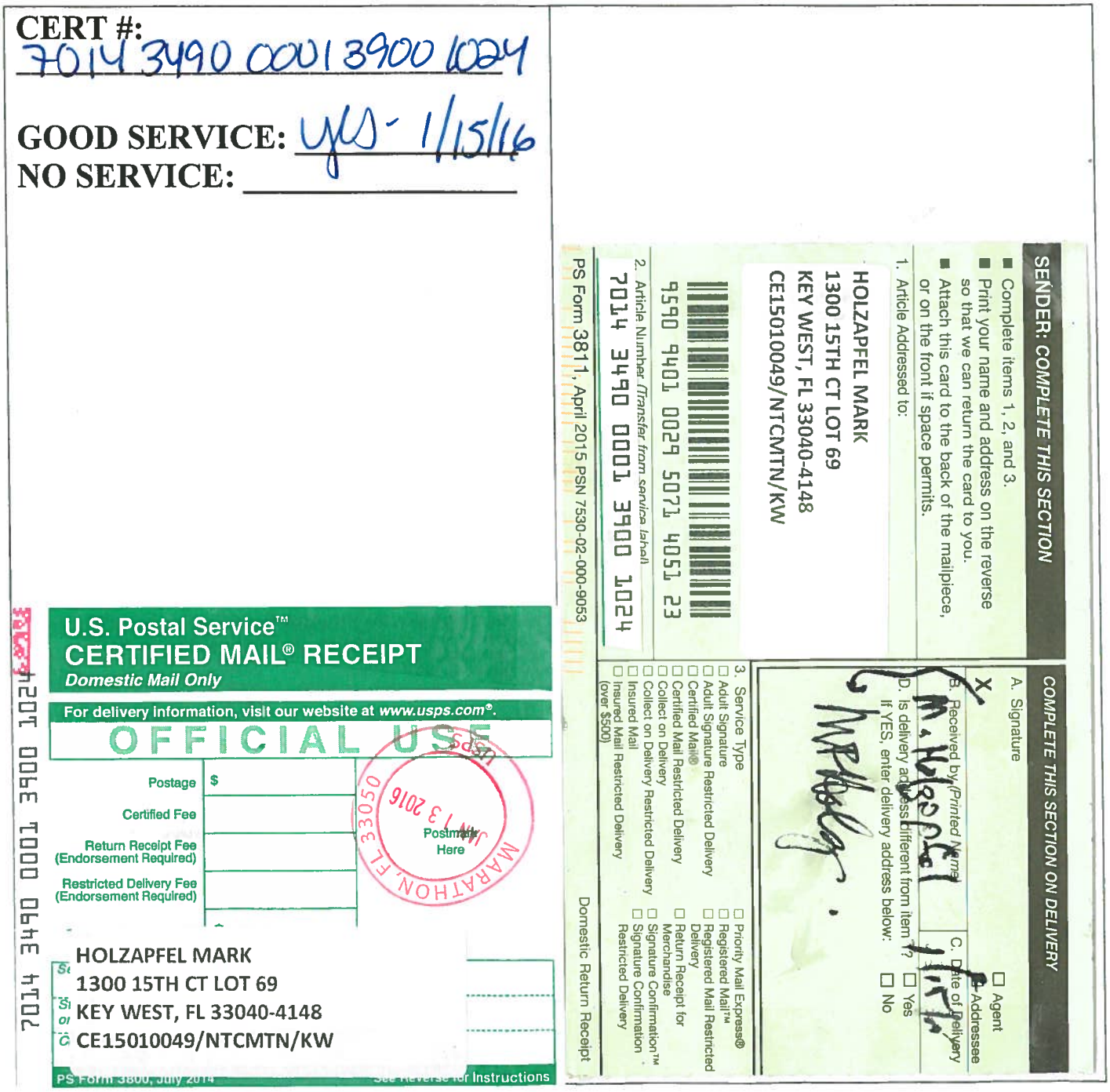
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:
CE 15010049

CERT #: 7014 3490 0001 3900 1024

GOOD SERVICE: yes - 1/15/16
NO SERVICE: _____



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148
CE15010049/NTCMTN/KW

9590 9401 0029 5071 4051 23

2. Article Number (Transfer from service label)
7014 3490 0001 3900 1024

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery
1/15/16

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here
JAN 13 2016
MARATHON, FL 33050

HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148
CE15010049/NTCMTN/KW

PS Form 3800, July 2014 — See Reverse for Instructions

7014 3490 0001 3900 1024

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE15010049**
	)	
MARK HOLZAPFEL	)	
	)	
Respondent(s)	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 10/09/15, Book 2764, Page 1548 on the property that was the subject of the code compliance action described as: 516 PARK DR ROCKLAND KEY, FL 33040, MONROE COUNTY, FLORIDA, RE# 00148370000000, **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of January 12, 2016 is $10,394.26 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on February 25, 2016 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of January, 2016 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 1084 to **1300 15TH CT LOT 69 KEY WEST, FL 33040-4148.**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **MARK HOLZAPFEL** Respondent(s)	)	Case No.: **CE15010049**

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 25th day of February, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 26th day of Feb, 2016.

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1193518 **Parcel ID:** 00148370-000000

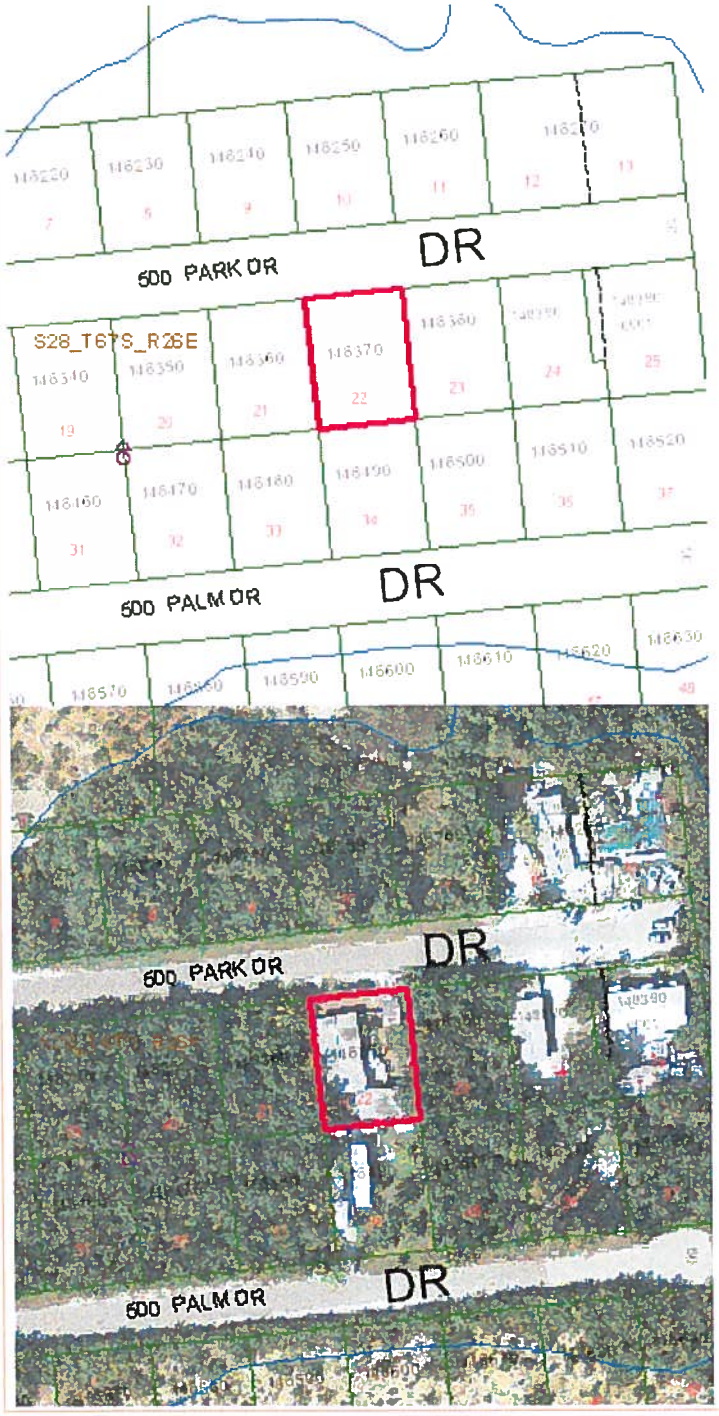
Ownership Details

Mailing Address:
HOLZAPFEL MARK
1300 15TH CT LOT 69
KEY WEST, FL 33040-4148

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	28-67-26
Property Location:	516 PARK DR ROCKLAND KEY
Subdivision:	ROCKLAND HAMMOCK SEC 2
Legal Description:	BK 8 LT 22 ROCKLAND HAMMOCK SEC 2 EAST ROCKLAND KEY PB3-153 OR611-68 OR788-1437/38 OR911-1521/25 OR1080-668 OR1080-669 OR1089-869C OR1089-870C OR1346-1425/26 OR2594-1920/21

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	7,500.00 SF

Building Summary

Number of Buildings: 2
Number of Commercial Buildings: 0

Total Living Area: 2091
Year Built: 1998

Building 1 Details

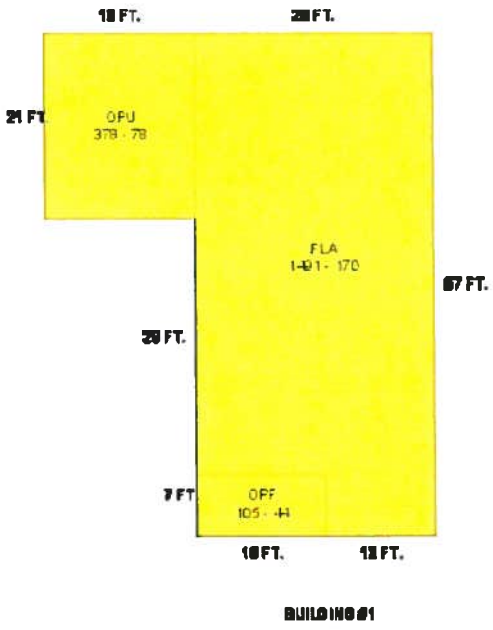
Building Type	R1	Condition	A	Quality Grade	500
Effective Age	17	Perimeter	170	Depreciation %	22
Year Built	1998	Special Arch	0	Grnd Floor Area	1,491
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC BLOCK
Heat 1	FCD/AIR DUCTED	Heat 2		Bedrooms	2
Heat Src 1		Heat Src 2			

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



BUILDING #1

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1998		Y			1,491
2	OPU		1	1998					378
3	OPF		1	1998					105

Building 2 Details

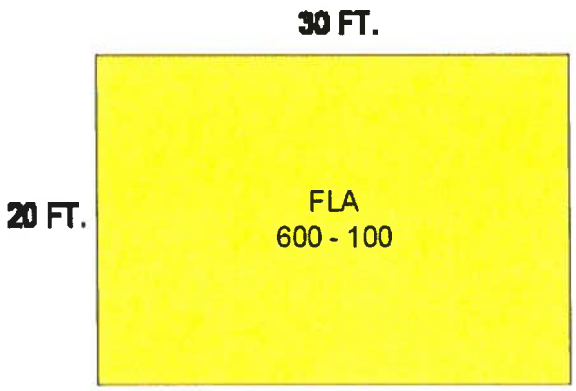
Building Type	R1	Condition	A	Quality Grade	500
Effective Age	17	Perimeter	100	Depreciation %	22
Year Built	1998	Special Arch	0	Grnd Floor Area	600
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC BLOCK
Heat 1	FCD/AIR DUCTED	Heat 2		Bedrooms	1
Heat Src 1		Heat Src 2			

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



BUILDING #2

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1998		Y			600

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	1,200 SF	4	300	1979	1980	1	30
2	MH2:TRAILER CABANA	675 SF	15	45	1971	1972	5	50
3	MH6:GR L PORCHES	75 SF	5	15	1971	1972	1	30

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	246,556	14,537	88,125	349,218	311,612	0	349,218
2014	234,516	13,214	39,375	287,105	283,284	0	287,105
2013	37,738	13,214	26,250	77,202	77,202	0	77,202
2012	36,249	13,214	22,500	71,963	47,621	25,000	22,621
2011	36,848	13,214	22,500	72,562	46,234	25,000	21,234
2010	36,848	13,214	52,500	102,562	45,551	25,000	20,551
2009	41,070	13,214	75,000	129,284	44,353	25,000	19,353
2008	37,863	13,214	262,500	313,577	44,309	25,000	19,309
2007	52,678	13,123	262,500	328,301	43,018	25,000	18,018
2006	104,078	13,123	187,500	304,701	41,969	25,000	16,969
2005	41,631	13,123	82,500	137,254	40,747	25,000	15,747
2004	32,867	13,123	75,000	120,990	39,560	25,000	14,560
2003	32,867	13,123	13,125	59,115	38,823	25,000	13,823
2002	21,016	13,123	13,125	47,264	37,914	25,000	12,914
2001	21,016	13,731	13,125	47,872	37,317	25,000	12,317
2000	21,016	10,451	13,125	44,592	36,231	25,000	11,231
1999	21,016	10,897	8,250	40,162	35,279	25,000	10,279
1998	17,195	9,280	8,250	34,724	34,724	25,000	9,724
1997	17,195	9,675	8,250	35,120	35,120	25,000	10,120
1996	17,195	10,081	8,250	35,525	35,525	25,000	10,525
1995	32,675	0	8,250	40,925	40,925	25,000	15,925
1994	32,675	0	8,250	40,925	40,925	25,000	15,925
1993	32,675	0	8,250	40,925	40,925	25,000	15,925
1992	32,675	0	8,250	40,925	40,925	25,000	15,925
1991	32,675	0	8,250	40,925	40,925	25,000	15,925
1990	32,675	0	8,250	40,925	40,925	0	40,925
1989	12,696	14,700	6,375	33,771	33,771	25,000	8,771
1988	10,255	11,009	3,825	25,089	25,089	25,000	89
1987	10,130	11,277	3,825	25,232	25,232	0	25,232
1986	0	0	3,825	3,825	3,825	0	3,825
1985	0	0	4,500	4,500	4,500	0	4,500
1984	0	0	4,500	4,500	4,500	0	4,500
1983	0	0	4,500	4,500	4,500	0	4,500
1982	0	0	4,506	4,506	4,506	0	4,506

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
10/15/2012	2594 / 1920	90,000	WD	01
3/1/1995	1346 / 1425	79,000	WD	U
1/1/1989	1080 / 669	48,000	WD	Q
4/1/1979	788 / 1437	9,000	00	Q

This page has been visited 126,496 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 Department: County Attorney
Bulk Item: Yes X No _____ Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Mark D. Robinson and the property located at 23072 Snapper Lane, Cudjoe Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE09040030.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to comply with floodplain regulations by having an air condensing unit and hot water heater below base flood elevation and plumbing in the downstairs enclosure.. The fines total $39,400.00 as of March 5, 2016 and will continue to accrue at $200 per day until compliance is achieved.

CE09040030: The Special Magistrate found the property in violation and ordered a compliance date of August 20, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on August 21, 2015. The County's lien was recorded on September 2, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner does not own additional real property;
- No efforts toward compliance have been made to date; and
- The public records of Monroe County indicate no pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: **Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.**

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 3/7/16 OMB/Purchasing _____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064

Case Number: CE09040030

Location: 23072 SNAPPER LN , CUDJOE KEY, FL 33042
Re Number: 00188050000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on **04/07/2009** and subsequently found the following violation(s) of the Monroe County Code:

122-4.(b)(1)d - PERMIT CONDITIONS/FLOOD HAZARD
AS PER THE LETTER PROVIDED FROM THE FLOODPLAIN MANAGER DATED APRIL 7, 2009 YOUR DOWNSTAIRS ENCLOSURE IS IN VIOLATION OF THE FOLLOWING ITEMS:

1. THERE IS AN AIR CONDENSING UNIT AND HOT WATER HEATER BELOW BASE FLOOD, AND
2. THERE IS PLUMBING IN THE ENCLOSURE.

Corrective Action Required:
CONTACT THE FLOODPLAIN MANAGEMENT OFFICE FOR INFORMATION TO BRING THE ENCLOSURE INTO COMPLIANCE. IF YOU HAVE ALREADY BEEN NOTIFIED BY THE FLOOD PLAIN MANAGEMENT OFFICE OF THE CORRECTIVE ACTION REQUIRED PLEASE FOLLOW THE REQUIREMENTS AS STATED IN THE LETTER. ITEMS BEING STORED UNDER THE ELEVATED STRUCTURE NOT DEFINED AS LIMITED STORAGE MUST BE REMOVED. BUILDING PERMITS, APPROVALS, INSPECTIONS AND/OR FINAL INSPECTIONS MAY ALSO BE REQUIRED.FLOOD PLAIN MANAGEMENT OFFICE (305)289-2866.

6-144.(7)b - INSPECTIONS-FINAL INSPECTIONS

ALL PERMITS REQUIRE PASSING FINAL APPROVALS AND INSPECTIONS. THE FOLLOWING PERMITS REMAIN OPEN WITHOUT FINAL APPROVALS/INSPECTIONS:

1 Permit #93106638 Dock/Dock Facility
2 Permit #93106987 Clearing/Grubbing
3 Permit #98100044 Dock/Dock Facility
4 Permit #98100160 Roofing-Residential
5 Permit #98101999 Building Miscellaneous (Hurricane Damage)
Replace (4) Rafters in Roof
Replace Siding
Replace Plywood/Insulation and Dry In Roof
6 Permit #01100510 Paving/Driveway/Sidewalk
7 Permit #09101153 FEMA Insp Compliance Program

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN REQUIRED FINAL INSPECTIONS OR RENEW PERMIT AS INSTRUCTED.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 05/28/2015 at 09:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **05/21/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

PETITIONER'S EXHIBIT #1 2 of 5

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Cynthia J McPherson

MCPHERSON, CYNTHIA
Code Inspector

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1710 0000 2973 6454 on 4/13/15.

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 09040030

CERT #: 7013 1710 0000 2973 6454

GOOD SERVICE: yes - 4/28/15

NO SERVICE: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/NOV/CMP

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X _____ ☐ Agent ☐ Addressee

B. Received by (Printed Name) _____ C. Date of Delivery 4/28

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☑ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0000 2973 6454

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

Code CP

For delivery information visit our website at www.usps.com®

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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Postmark Here

Sent To
Street, Apt. No., or PO Box
City, State, ZIP+4

ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/NOV/CMP

PS Form ... See Reverse for Instructions

7013 1710 0000 2973 6454

PETITIONER'S EXHIBIT #1 5 of 5

County of Monroe

Growth Management Division

Growth Management Division
2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Mario Di Gennaro, Dist. 4
Mayor Pro Tem Dixie Spehar, Dist. 1
George Neugent, Dist. 2
Charles "Sonny" McCoy, Dist. 3
Sylvia Murphy, Dist. 5

We strive to be caring, professional and fair

RE#: 00188050 000000

NAME: David Robinson

ADDRESS: 23072 Snapper Lane, Cudjoe Key, FL 33042

DATE OF INSPECTION: April 7, 2009

DATE: April 16, 2009

Enclosed please find two (2) Community Inspection Reports required by the National Flood Insurance Program in order for you to renew your flood insurance policy. ***One Inspection Report must be submitted with your check to renew your flood insurance policy or provided to you insurance agent if your bank escrows your account***. The other report is for your records. ***YOUR FLOOD INSURANCE WILL BE RENEWED BY RETURNING ONE OF THE ENCLOSED COMMUNITY INSPECTION REPORTS.***

Additionally, this letter will serve to report the findings of the community inspection that occurred on April 7, 2009 which provided you with the community inspection report for your National Flood Insurance renewal. During the inspection the following deficiencies were observed:

THE AIR CONDENSING UNIT AND HOT WATER HEATER ARE BELOW BASE FLOOD ELEVATION

Section 122-4(b)(1)b. states "Electrical and mechanical equipment servicing an elevated structure must be elevated to or above the required base flood elevation. Your base flood elevation is eleven feet above mean sea level (AE 11) and the ground is 3.7 feet above mean sea level. This means base flood elevation is 7.3 feet above the ground. The hot water heater is 4.4 feet above the ground, which means it should be elevated an additional 2.9 feet above where it is now to be at 7.3 feet above grade

PETITIONER'S EXHIBIT
10
1 of 3

The air condensing unit is 4.16 feet above grade, which means it should be additional 3.14 feet to reach 7.3 feet above the ground.

SOLUTION:

Elevate the air condensing and the hot water heater a minimum of 7.3 feet above the ground.

THERE IS A SLOP SINK BELOW BASE FLOOD ELEVATION

Section 122-4(b)(1)d.(9) states no electrical, mechanical or plumbing may be located below the base flood elevaton.

SOLUTION:

Remove the slopsink and all fixtures, plumbing and plumbing pipes. Pour concrete into and over where the plumbing was in the floor, and wood, concrete or brick over the openings where the plumbing was in the walls so as to have continuous floor and walls where the remains of the plumbing are no longer visible.

Please be aware that Section 122-4(b)(1)d. states that the space below the lowest floor of an elevated structure shall be sued exclusively for parking of vehicles, elevators, limited storage or building access. Section 122-3 (a.) defines limited storage as the "storage of lawn mowers, rakes, wheelbarrows and similar equipment". Limited storage does not apply appliances, indoor furnishings and furniture, computer monitors, workshops or any storage items that would be damaged if inundated with salt water. Limited storage is limited to incidental items which can withstand exposure to the elements and have low flood damage potential such as lawn mowers, garden equipment, bicycles and boating and dive equipment. Disposal of water damaged furniture, appliances or other household items would represent additional state and federal financial exposure during the clean up phase of a disaster declaration. The Federal Emergency Management Agency pays 75% and the State pays 12.5% of the cost to clean up and haul debris out of the County following a disaster declaration. This relieves an impacted community of these financial obligations.

Please contact me within 60 days of receipt of this letter. You have up to 12 months from the date of this letter to correct the deficiencies. After you have corrected the deficiencies I will arrange for another inspection at no charge and issue two amended

community inspection reports. Failure to comply may result in code enforcement procedures and cancellation of your flood insurance. My number is (305) 289-2518. Thank you for your cooperation.

Sincerely,

Dianne Bair, CFM
Special Projects Administrator
Growth Management Division

County of Monroe
Growth Management Division

Office of the Director
2798 Overseas Highway
Suite #400
Marathon, FL 33050
Voice: (305) 289-2517
FAX: (305) 289-2854

Board of County Commissioners
Mayor George Neugent, Dist 2
Mayor Pro Tem Sylvia Murphy, Dist 5
Kim Wigington, Dist. 1
Heather Carruthers, Dist.3
Mario DiGennaro, Dist. 4

We strive to be caring, professional and fair

7/13/10

David Robinson
23072 Snapper Ln
Cudjoe Key, FL 33042

RE: Flood Insurance Inspection for Lot 13, Block 5, Cutthroat Harbor Estates
RE# 00188050.000000

Dear Mr. Robinson,

In April 2009, Monroe County performed a Flood Insurance Inspection on the parcel referenced above. You were issued two Community Inspection Reports and received a letter addressing the deficiencies. The letter provided direction to you to contact this office within 60 days, and to obtain a reinspection. As of this date, no reinspection has been scheduled.

This letter is to officially inform you that in accordance with the Implementation Plan for the Monroe County Flood Insurance Program approved by the Monroe County Commission and the Federal Emergency Management Agency (FEMA), the County has no choice but to submit this information for Code Enforcement Proceedings.

If you have corrected the deficiencies, and are ready for a reinspection, please contact our office no later than August 3, 2010. If we do not hear from you by that time we will refer this matter to Code Enforcement. You can reach us at 305 289-2866 or 289-2518 to arrange for your reinspection.

Thank you for your attention to this matter.

Sincerely,

Mary Wingate, CFM
Plans Review Technician

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Robinson
23072 Snapper Ln
Cudjoe Key, FL 33042

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X David Robinson ☐ Agent ☐ Addressee

B. Received by (Printed Name) DAVID ROBINSON C. Date of Delivery 7/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 2410 0000 9913 6912

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7002 2410 0000 9913 6912

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Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

PETITIONER'S EXHIBIT
11
3 of 3

Monroe County Code Enforcement

Monroe County, Florida

VIOLATIONS REFERRAL FORM

TO: Code Enforcement

REFFERED BY: Dianne Bair

DATE: 9/22/10

TYPE OF VIOLATION: There is a hot water heater below base flood elevation 122-4(b)(1)d.9., there is air conditioner condensing unit below base flood 122-4(b)(1)d.5., there is plumbing(utility sink) below the elevated building 122-4(b)(1)d.9.

ACTION TAKEN:

COMMENTS: Following a flood insurance inspection on April 7, 2009, owner was sent a letter advising them of the required corrections. A subsequent letter was sent to the owner 7/13//10. As of this date, no request for reinspection has been received.

PERMIT NUMBER: A13256 SFR, 981-605 – 501 Square foot enclosure

OWNER OF PROPERTY Robinson, David

LEGAL DESCRIPTION: Lot 13 Block 5

STREET ADDRESS 23072 Snapper Ln. ZONING IS

SUBDIVISION Cudjoe Ocean Shores

KEY Cudjoe RE # 00188050.000000

PLEASE ATTACH ANY DOCUMENTS, (COPY OF STOP WORK/VIOLATION NOTICE OR NAMES OF ANY CONTRACTOR/SUB-CONTRACTOR OR WORKER(S) INVOLVED IN THE VIOLATION, ANY OTHER NOTICE ISSUED TO PROPERTY OWNER), PICTURES, ETC., PERTAINING TO THIS VIOLATION.

PETITIONER'S EXHIBIT 12

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor David Rice, Dist. 4
Mayor Pro Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

AMENDED COURTESY NOTICE

MARK D ROBINSON
7 ERRETT RD
BETHANY BEACH, DE 19930-9064

FILE COPY

October 4, 2013

Subject: Code Case: CE09040030
Subject Property: 23072 Snapper Lane, Cudjoe Key
Certified Mail: 7010 2780 0001 7746 6585

Dear Mr. Robinson,

The purpose of this letter is to inform you that our records indicate that there is an open code case on this property which you acquired on June 7, 2011. This code case is the result of a Flood Insurance Inspection conducted on this property on April 7, 2009. Our records indicate that the violations remain.

This case has been referred to the Code Compliance Department for further action. However, since you were not the owner at the time of the inspection, please consider this letter as a Courtesy Notice. Therefore, if the violations are corrected by April 3, 2014, it will not be necessary to schedule this case for a Hearing.

The violations are as follows: MC Sec. 122-4(B)(1)D TO-WIT:
AS PER THE LETTER PROVIDED FROM THE FLOODPLAIN MANAGER DATED APRIL 7, 2009 YOUR DOWNSTAIRS ENCLOSURE IS IN VIOLATION OF THE FOLLOWING ITEMS:

1. THERE IS AN AIR CONDENSING UNIT AND HOT WATER HEATER BELOW BASE FLOOD, AND
2. THERE IS PLUMBING IN THE ENCLOSURE

Enclosed please find a copy of the "Community Inspection Report" which describes the corrective actions required. Please contact the Monroe County Floodplain Management Office at (305) 289-2586 for additional information to bring the enclosure into compliance. Building permits, approvals, inspections and final inspections are required. Items being stored under the elevated structure not defined as limited storage must be removed.

Respectfully yours,

Cynthia J. McPherson

Cynthia J. McPherson, CFM
Sr. Administrator, Code Compliance
mcpherson-cynthia@monroecounty-fl.gov
(305) 289-2508

PETITIONER'S EXHIBIT
14
1 of 2

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

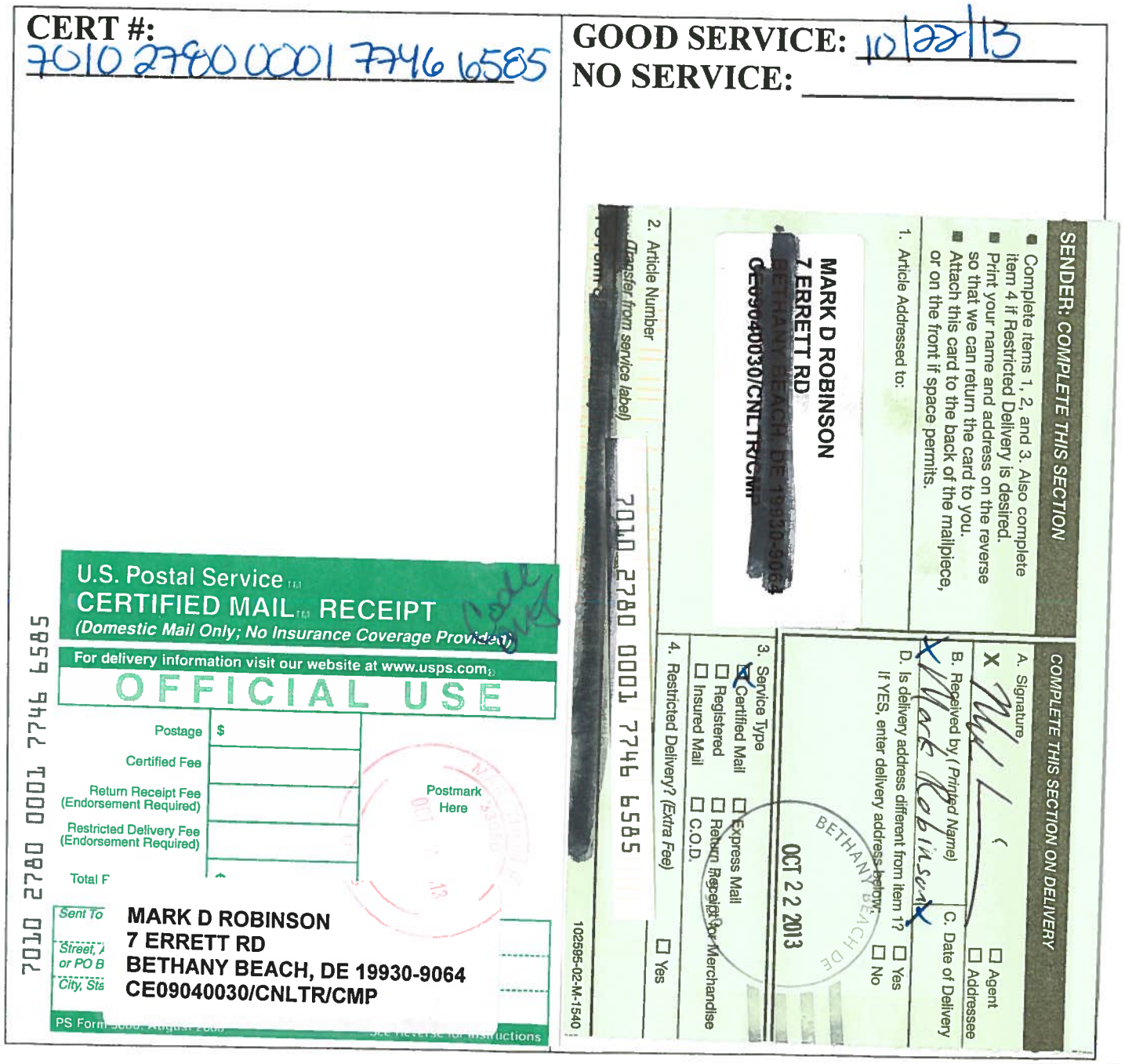
REGISTERED MAIL RECEIPTS

Complaint Number: CE 09040030

CERT #: 7010 2780 0001 7746 6585

GOOD SERVICE: 10/22/13

NO SERVICE: _____



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Postmark Here
Sent To
Street, or PO B
City, Sta
MARK D ROBINSON
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/CNLTR/CMP
PS Form
7010 2780 0001 7746 6585

SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
MARK D ROBINSON
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/CNLTR/CMP
2. Article Number (Transfer from service label) 7010 2780 0001 7746 6585
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes
102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY
A. Signature ☐ Agent ☐ Addressee
B. Received by (Printed Name) Mark Robinson C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
BETHANY BEACH DE
OCT 22 2013

PETITIONER'S EXHIBIT
14
2 of 2

Doc# 2044105 09/02/2015 3:14PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner,	**Case No.: CE09040030**
vs.	**Subject Property Real Estate Number: 00188050-000000**
MARK D. ROBINSON Respondent(s).	Doc# 2044105 Bk# 2758 Pg# 2342

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were / were not** present and **did / did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 8/20/15 **("THE COMPLIANCE DATE").**
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

122-4.(b)(1)d $ 100.00

6-144.(7)b $ 100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 28TH day of May, 2015.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE09040030

MARK D. ROBINSON
7 ERRETT RD
BETHANY BEACH, DE 19930-9064

Location of Subject Property:
23072 SNAPPER LN
CUDJOE KEY, FL 33042

RE NUMBER: 00188050-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 28TH day of May, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

MARK D. ROBINSON
7 ERRETT RD
BETHANY BEACH DE 19930-9064

FILE COPY

November 25, 2015

Subject: Code Case: CE09040030
Location: 23072 SNAPPER LN, CUDJOE KEY

Dear Property Owner,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $200.00 per day until the property comes into compliance. A daily fine of $200.00 per day has currently accrued for 96 days for a current total of $19,200.00.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $188.60 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $19,388.60 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Cynthia McPherson

Cynthia J. McPherson, CFM
Sr. Director, Code Compliance
McPherson-cynthia@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

MARK D. ROBINSON
7 ERRETT RD
BETHANY BEACH DE 19930-9064

Dec 29, 2015

Subject: Code Case: CE09040030
Location: 23072 SNAPPER LN CUDJOE KEY, FL 33042

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

English Customer Service USPS Mobile Register / Sign In

USPS.COM

USPS Tracking®

Customer Service ›
Have questions? We're here to help.

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70143490000139000881

Updated Delivery Day: **Wednesday, January 6, 2016**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
January 6, 2016 , 7:42 am	Available for Pickup	BETHANY BEACH, DE 19930

Your item arrived at the BETHANY BEACH, DE 19930 post office at 7:42 am on January 6, 2016 and is ready for pickup.

January 5, 2016 , 11:00 am	Notice Left (No Authorized Recipient Available)	BETHANY BEACH, DE 19930
January 5, 2016 , 8:13 am	Out for Delivery	KEY LARGO, FL 33037
January 5, 2016 , 8:03 am	Sorting Complete	KEY LARGO, FL 33037
January 5, 2016 , 7:34 am	Arrived at Unit	FRANKFORD, DE 19945
January 2, 2016 , 9:22 am	Arrived at USPS Facility	KEY LARGO, FL 33037
January 1, 2016 , 10:10 pm	Departed USPS Facility	MIAMI, FL 33152
January 1, 2016 , 11:51 am	Arrived at USPS Facility	MIAMI, FL 33152
December 31, 2015 , 8:42 am	Arrived at USPS Facility	KEY LARGO, FL 33037
December 31, 2015 , 12:46 am	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70143490000139000881 Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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FAQs

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Search or Enter a Tracking Number

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:
CE 09046030

CERT #:
7014 3490 0001 3900 0881

GOOD SERVICE: _____
NO SERVICE: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/NTCMTN/KW

9590 9401 0029 5071 4052 84

2. Article Number (Transfer from service label)
7014 3490 0001 3900 0881

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Mark Robinson ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Mark Robinson DEC 11 2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)

Domestic Return Receipt

BETHANY BEACH DE 19930
DEC 11 2015

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

MARATHON FL 33050
DEC 2015
USPS
Postmark Here

ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064
CE09040030/NTCMTN/KW

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0001 3900 0881

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE09040030

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **ROBINSON MARK D**, described as **23072 SNAPPER LN, CUDJOE KEY, FL 33042**, having the property **RE#: 00188050000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 1/8/16 Time: 11:34

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/8/16 Time: 10:47

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 8 day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CERTIFICATION OF MAILING:

I, **CHERYL MARTIN JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **ROBINSON MARK D, 7 ERRETT RD, BETHANY BEACH, DE 19930-9064**.

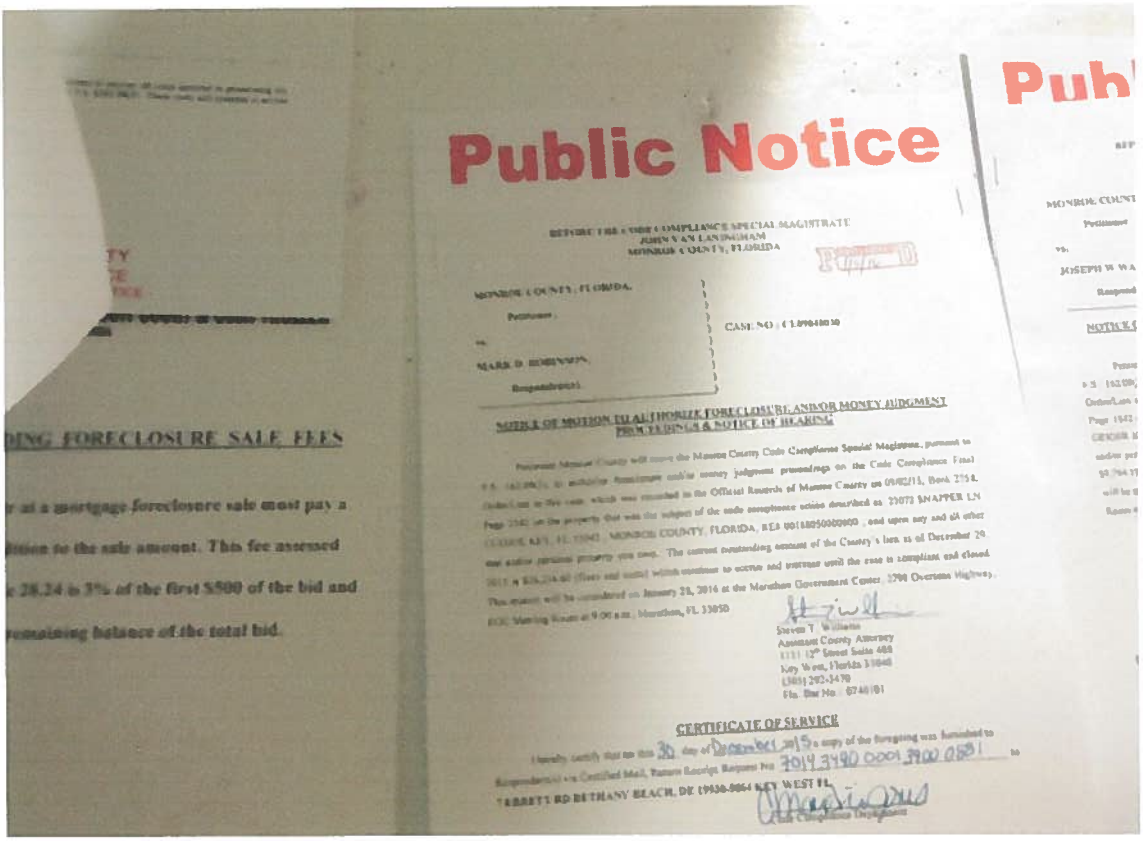
Signature: C Martin Jones

Sworn to and subscribed before me this 7th day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CE09040030 23072 Snapper Lane Cudjoe Key .
Insp. Dowling 01/08/16 ND.



BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE09040030**
	)	
MARK D. ROBINSON,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/02/15, Book 2758, Page 2342 on the property that was the subject of the code compliance action described as: 23072 SNAPPER LN CUDJOE KEY, FL 33042 , MONROE COUNTY, FLORIDA, RE# 00188050000000 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 29, 2015 is $26,236.60 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 30 day of December ,2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7014 3490 0001 3900 0881 to **7 ERRETT RD BETHANY BEACH, DE 19930-9064 KEY WEST FL** .

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,	)	
	)	
Petitioner,	)	
vs.	)	Case No.: **CE09040030**
	)	
MARK D ROBINSON,	)	
	)	
	)	
Respondent(s).	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative Chris Bridger, Atty. on this 1ST day of February, 2016

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1240010 **Parcel ID:** 00188050-000000

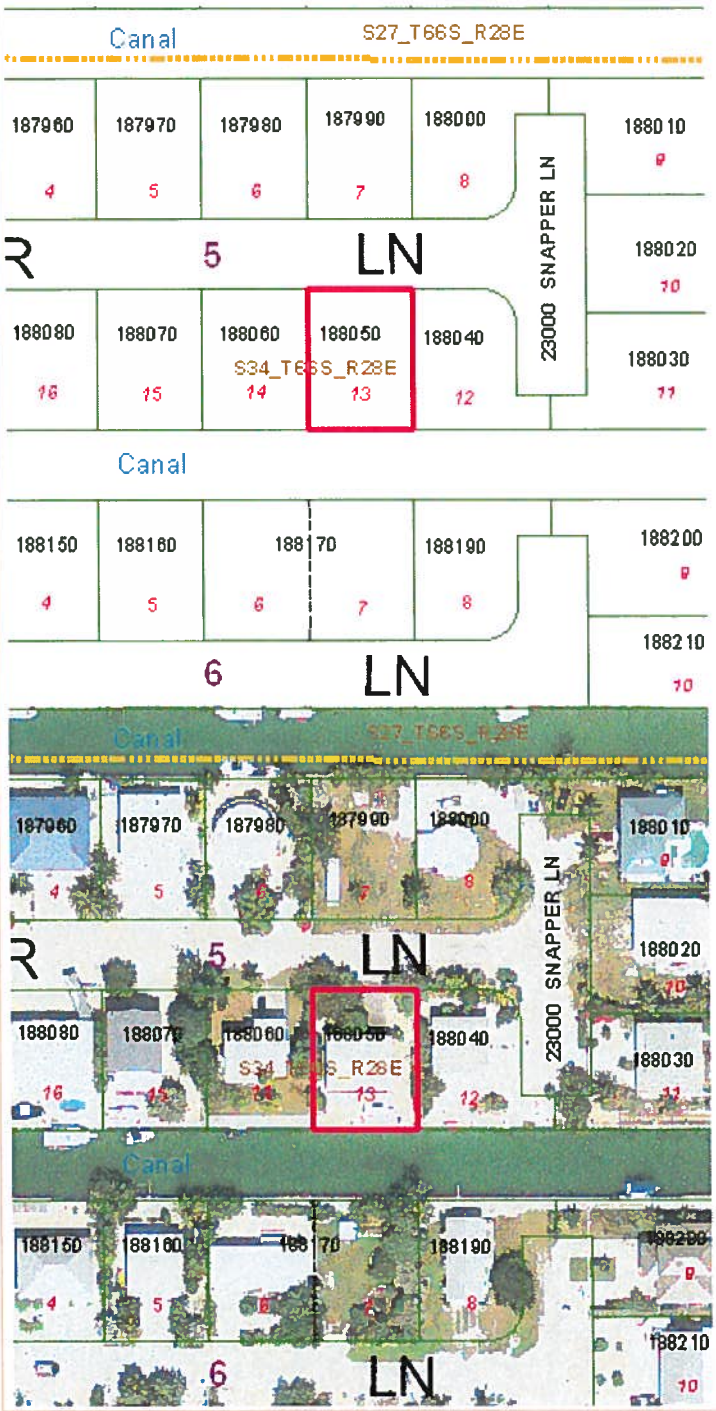
Ownership Details

Mailing Address:
ROBINSON MARK D
7 ERRETT RD
BETHANY BEACH, DE 19930-9064

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	100C
Affordable Housing:	No
Section-Township-Range:	34-66-28
Property Location:	23072 SNAPPER LN CUDJOE KEY
Subdivision:	CUDJOE OCEAN SHORES
Legal Description:	BK 5 LT 13 CUDJOE OCEAN SHORES CUDJOE KEY PB-5-107 OR528-302 OR1022-2401 OR1187-1164 OR1201-1539L/E OR1225-1205/06 OR1399-1520 OR1617-1592 OR2507-1595D/C OR2525-490/91

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010C - RESIDENTIAL CANAL	75	100	7,500.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1032
Year Built: 1986

Building 1 Details

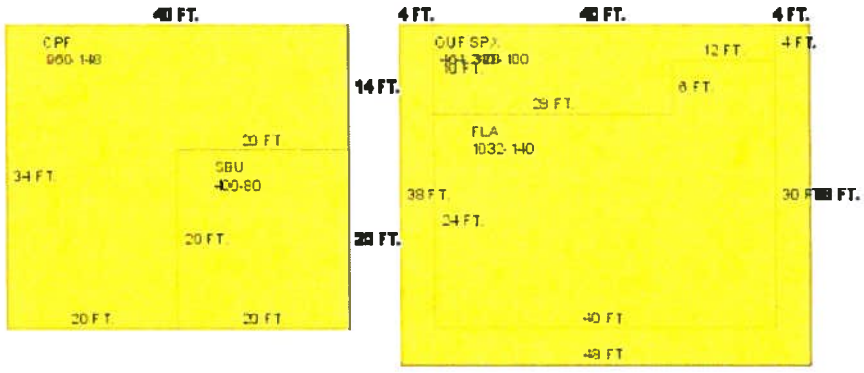
Building Type	R1	Condition	G	Quality Grade	450
Effective Age	18	Perimeter	140	Depreciation %	24
Year Built	1986	Special Arch	0	Grnd Floor Area	1,032
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Foundation	CONC PILINGS
Heat 1	NONE	Heat 2	NONE	Bedrooms	2
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	2	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	CPF	2:B & B	1	1986	N	Y	0.00	0.00	960
2	SBU	2:B & B	1	1986	N	Y	0.00	0.00	400
3	SPX	2:B & B	1	1986	N	Y	0.00	0.00	328
4	FLA	2:B & B	1	1986	N	Y	0.00	0.00	1,032
5	OUF	2:B & B	1	1986	N	Y	0.00	0.00	464

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	200 SF	20	10	1985	1986	2	50
4	WD2:WOOD DECK	328 SF	41	8	1993	1994	2	40
6	FN2:FENCES	102 SF	17	6	1996	1997	2	30
7	DAV:CONC DAVITS	1 UT	0	0	1997	1998	1	60
8	DK3:CONCRETE DOCK	600 SF	75	8	1997	1998	4	60
9	FN2:FENCES	120 SF	20	6	1998	1999	2	30
10	AC2:WALL AIR COND	1 UT	0	0	2000	2001	1	20
11	PT2:BRICK PATIO	1,056 SF	48	22	2001	2002	2	50

Appraiser Notes

THE SFR WAS DESTROYED BY THE HURRICANE,REDUCE THE VALUES FOR THE 1999 TAX ROLL. 005/039 (2-23-98)THE OWNER HAS OUTSTANDING PERMITS THAT WILL CALL US BACK TO THE PARCEL FOR THE 2KY ROLL 4/16/2002 ADDED A/C , MISC. D.M.J..

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	A-13256	04/01/1985	01/01/1986	52,800	Residential	SFR
	93-6638	11/01/1993	11/01/1994	950		DOCKS
	98-0605	05/01/1998	01/01/1900	10,000		ENCLOSURE
4	98-1999	11/06/1998	11/15/1999	3,500		BUILDING MISCELLANEOUS
5	01-0510	03/05/2001	10/09/2002	6,000		1100 SF BRICK PAVERS

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	128,671	25,507	174,000	328,178	328,178	0	328,178
2014	127,153	23,628	172,206	322,987	322,987	0	322,987
2013	130,255	24,255	156,062	310,572	310,572	0	310,572
2012	131,805	24,858	136,330	292,993	292,993	0	292,993
2011	133,356	25,359	143,445	302,160	302,160	0	302,160
2010	134,906	25,963	130,500	291,369	195,109	25,500	169,609
2009	149,953	26,709	153,338	330,000	189,980	25,500	164,480
2008	142,006	27,220	303,750	472,976	189,790	25,500	164,290
2007	178,123	27,966	375,000	581,089	184,262	25,500	158,762
2006	192,772	25,850	300,000	518,622	179,768	25,500	154,268
2005	149,212	26,371	262,500	438,083	174,532	25,500	149,032

2004	133,775	27,009	150,000	310,784	169,449	25,500	143,949
2003	153,841	27,691	90,000	271,532	166,290	25,500	140,790
2002	105,013	26,799	52,500	184,312	162,393	25,500	136,893
2001	93,748	20,371	45,000	159,119	153,387	25,500	127,887
2000	93,748	10,172	45,000	148,920	148,920	25,500	123,420
1999	6,939	9,954	37,500	54,393	54,393	0	54,393
1998	73,173	3,031	37,500	113,705	113,705	0	113,705
1997	73,173	3,186	37,500	113,859	113,859	0	113,859
1996	73,173	3,325	37,500	113,998	113,998	0	113,998
1995	73,173	3,480	41,250	117,903	117,903	0	117,903
1994	73,173	1,650	41,250	116,074	116,074	0	116,074
1993	64,594	473	41,250	106,317	106,317	0	106,317
1992	63,708	0	41,250	104,958	104,958	0	104,958
1991	63,708	0	36,000	99,708	99,708	0	99,708
1990	63,708	0	30,750	94,458	94,458	0	94,458
1989	57,916	0	28,500	86,416	86,416	0	86,416
1988	50,740	0	26,250	76,990	76,990	0	76,990
1987	46,863	0	22,500	69,363	69,363	0	69,363
1986	0	0	22,500	22,500	22,500	0	22,500
1985	0	0	22,500	22,500	22,500	0	22,500
1984	0	0	22,500	22,500	22,500	0	22,500
1983	0	0	22,500	22,500	22,500	0	22,500
1982	0	0	14,057	14,057	14,057	0	14,057

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
6/7/2011	2525 / 490	100	WD	11
4/1/1996	1399 / 1520	162,500	WD	Q
8/1/1992	1225 / 1205	142,000	WD	Q
2/1/1973	528 / 302	4,500	00	Q

This page has been visited 126,529 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 | Department: County Attorney
Bulk Item: Yes X No _____ | Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Ted R. Simpson and Friday Simpson and the property located at 16 Calle Uno East, Rockland Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE15010034.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,400.00 as of March 4, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE15010034: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on September 2, 2015. The County's lien was recorded on September 8, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner does not own additional real property;
- No efforts toward compliance have been made to date; and
- The public records of Monroe County indicate no pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: **Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.**

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 3/7/16 OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: SIMPSON TED R & FRIDAY
P.O. BOX 441
PROCTORVILLE, OH 45669-0441

Case Number: CE15010034

Location: 16 CALLE UNO ROCKLAND KEY, FL 33040
Re Number: 00121950001600

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/28/2015 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT
1 of 6

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 000 4227 1461 on 3/4/15.

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 1 3 of 6

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE15010034

GOOD SERVICE: _____

NO SERVICE: ✓

NIXIE 430 DL 1000 00003/27/15

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 33040431654 *0556-00855-04-40

7013 1090 0000 4227 1461

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Posta	

Postmark Here

Sent To SIMPSON TED R & FRIDAY
Street, Apt. N or PO Box N P.O. BOX 441
City, State, Z PROCTORVILLE, OH 45669-0441
CE15010034 NOV TS

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIMPSON TED R & FRIDAY
P.O. BOX 441
PROCTORVILLE, OH 45669-0441
CE15010034 NOV TS

COMPLETE THIS SECTION ON

A. Signature X

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 31 2015
BY:

3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1090 0000 4227 1461

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PETITIONER'S EXHIBIT
1
4 of 6

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE15010034

I, Traci Schoenrock, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: SIMPSON TED R & FRIDAY, described as 16 CALLE UNO ROCKLAND KEY, FL 33040, having the property RE#: 00121950001600 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 04/30/2015.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 4/16/15 Time: 10:50

X Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 4/16/15 Time: 11:15

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Traci Schoenrock

Sworn to and subscribed before me this 16th day of April, 2015.

Martina Lake

Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193931
EXPIRES: January 28, 2019
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Mallory Jones, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: SIMPSON TED R & FRIDAY P.O. BOX 441 PROCTORVILLE, OH 45669-0441.

Signature: Mallory Jones

Sworn to and subscribed before me this 16th day of April, 2015.

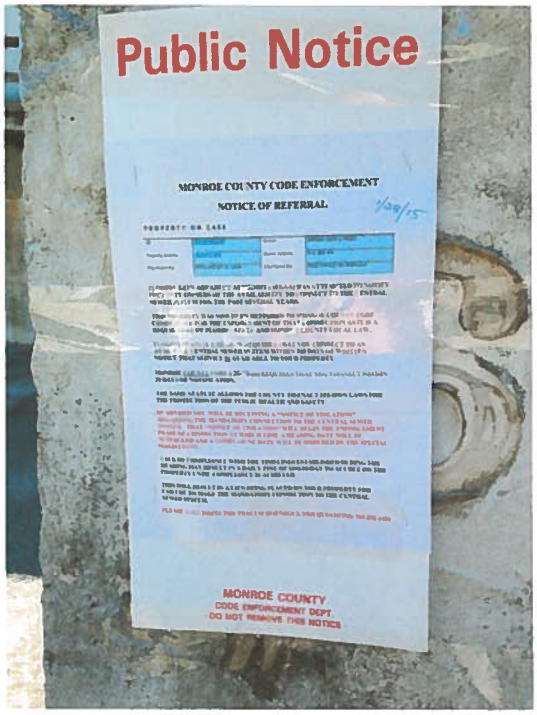
Martina Lake

Notary Public, State of Florida

MARTINA LAKE
MY COMMISSION # FF 193
EXPIRES: January 28, 20
Bonded Thru Notary Public Underw

PETITIONER'S EXHIBIT
1
1 of 6

CE15010034
Ted and Friday Simpson
16 Calle Uno, Rockland Key
1-28-15 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

PROPERTY ON CASE

RE	00121950001600	Owner	SIMPSON TED R & FRIDAY
Property Address	16 CALLE UNO	Owner Address	P.O. BOX 441
City/State/Zip	ROCKLAND KEY FL 33040	City/State/Zip	PROCTORVILLE OH 45669-0441

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AVAILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS: 3

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Brian L. Barroso
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATION OF MAILING

I, Thomas G. Walker, Manager of Engineering, hereby certify that the 30 Day Notice for Connection to the Big Coppitt Wastewater System (**Exhibit A**) was mailed on August 10, 2009 to all property owners of the Big Coppitt Wastewater System listed on Schedule B (**Exhibit B**) attached hereto, which mailing was required by Monroe County Ordinance 017-2002 Section 5 (**Exhibit C**).

I further certify that on September 18, 2012 a letter (**Exhibit D**) was mailed to those individuals (**Exhibit E**) who have not connected to the wastewater system as of January 18, 2012.

Certified on September 17, 2013.

By: _____
Thomas G. Walker, Manager of Engineering

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number
Physical Address

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with the Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from this property. All properties on **Shark Key** and all properties on the **bayside of U.S. 1 on Big Coppitt Key** are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is required. Your property is in **Phase** <>. The required connection date for this property is no later than <>, however you may connect your property any time prior to that date.

In order to facilitate an orderly connection process connection requirements are being implemented in phases. Please see the attached map and table for a description of the Big Coppitt and Shark Key streets eligible for connection and their compulsory connection date.

Billing for wastewater is based on the availability of the system and the establishment of a wastewater rate by the FKAA Board of Directors. Billing for wastewater will occur no sooner than the September billing cycle. The billing cycle will begin at the same time for all properties regardless of which connection phase your property is located in. The first wastewater billing cycle will consist of the base facility charge only. Subsequent bills will include the base facility charge and flow charge. A follow-up letter will provide information on the rates and billing cycle once it has been established by the FKAA Board of Directors. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 293-7524 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Olympia Newton at (305) 295-2144 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 10th day of August, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6 2 of 3

EXHIBIT A

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number:
Physical Address:

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from Rockland Ocean, Rockland Gulf, Big Coppitt Key and Geiger Key. All properties in the wastewater district are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is mandatory. The required connection date for this property is no later than January 11, 2010, however you may connect your property any time prior to that date.

Billing for wastewater is based on the availability of the system. Billing for wastewater will commence in January 2010.

The first wastewater billing cycle will consist of the base facility charge only. The base facility charge is based on meter size. Most residential meters are 5/8" and would receive a base facility charge of $25.90. Subsequent bills will include the base facility charge and flow charge. Flow charges are calculated at a rate of $9.80 per thousand gallons of water consumed. The consumption charges for single-family residences are capped at 12,000 gallons. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 809-5670 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Joshua Peele at (305) 809-2636 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 8th day of December, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
3 of 3

Doc# 2044758 09/08/2015 12:56PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs.

TED R. SIMPSON &
FRIDAY SIMPSON
Respondent(s).

Case No.: CE15010034

Subject Property Real Estate Number: 00121950-001600

Doc# 2044758
Bk# 2759 Pg# 1844

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____
were / were not present and **did / did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/1/15 **("THE COMPLIANCE DATE").**
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) $ 100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 30TH day of April, 2015.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE15010034

TED R SIMPSON & FRIDAY SIMPSON
P.O. BOX 441
PROCTORVILLE, OH 45669-0441

Location of Subject Property:
16 CALLE UNO
ROCKLAND KEY, FL 33040

RE NUMBER: 00121950-001600

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 4TH day of May, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

TED R SIMPSON & FRIDAY SIMPSON
P.O. BOX 441
PROCTORVILLE, OH 45669-0441

COPY

Date: September 11, 2015

Subject: Code Case CE15010034
Property Location: 16 CALLE UNO, ROCKLAND KEY, FL 33040
Real Estate No.: 00121950001600

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1844. The current amount of the County's lien is $1067.19 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

Ted R & Friday Simpson
P.O. Box 441
Proctorville OH 45669-0441

FILE COPY

November 20, 2015

Subject: Code Case: CE15010034
Location: 16 Calle Uno

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 79 days for a current total of $7,900.00.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $179.79 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $8,079.79 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Mallory Jones

Mallory Jones
Code Inspector – Wastewater
jones-mallory@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

TED R AND FRIDAY SIMPSON
PO BOX 441
PROCTORVILLE OH 45669-0441

Dec 09, 2015

FILE COPY

Subject: Code Case: CE15010034
Location: 16 CALLE UNO ROCKLAND KEY, FL 33040

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTEI
RECI

Complaint Number: CE 1501C

CERT #:
7015 1730 0001 8279 0623

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage $

Sent To: Ted R and Friday Simpson
Street and Apt.: PO Box 441
City, State: Proctorville OH 45669-0441
CE15010034 MJ

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS DEC 15 MARATHON FL 33050 Postmark Here

7015 1730 0001 8279 0623

US POSTAGE PITNEY BOWES ZIP 33050 $ 006.73⁵ 02 1W 0001390505 DEC 11 2015

7015 1730 0001 8279 0623

County of Monroe
GROWTH MANAGEMENT DIVI
2798 Overseas Highway, Suite 400 380
Marathon, Florida 33050-2227

UNCLAIMED

NIXIE 430 DE 1 0001/02/16
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33050427799 *1838-22495-11-46

1ST NOTICE
2ND NOTICE
RETURN

12/19

ED R AND FRIDAY SIMPSON
O BOX 441
ROCTORVILLE OH 45669-0441

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Product & Tracking Information

Postal Product:

Features:
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DATE & TIME	STATUS OF ITEM	LOCATION
January 5, 2016 , 9:22 pm	Departed USPS Facility	COLUMBUS, OH 43218
	Your item departed our USPS facility in COLUMBUS, OH 43218 on January 5, 2016 at 9:22 pm. The item is currently in transit to the destination	
December 29, 2015 , 8:34 am	Unclaimed/Max Hold Time Expired	PROCTORVILLE, OH 45669
December 14, 2015 , 9:36 am	Available for Pickup	PROCTORVILLE, OH 45669
December 13, 2015 , 9:58 am	Arrived at USPS Facility	COLUMBUS, OH 43218
December 11, 2015 , 11:52 pm	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70151730000182790623

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE15010034

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **SIMPSON TED R & FRIDAY**, described as **16 CALLE UNO, ROCKLAND KEY, FL 33040,** having the property **RE#: 00121950001600** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 1/8/16 Time: 1:21

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/8/16 Time: 10:47

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 8 day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CERTIFICATION OF MAILING:

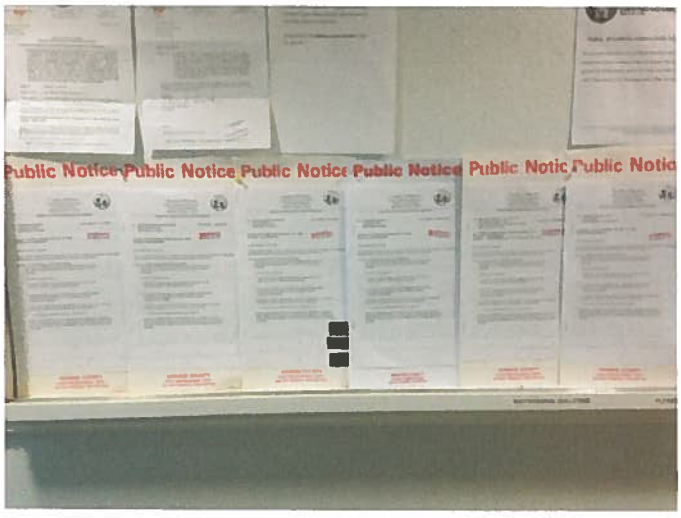
I, **CHERYL MARTIN JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **SIMPSON TED R & FRIDAY, P.O. BOX 441, PROCTORVILLE, OH 45669-0441**.

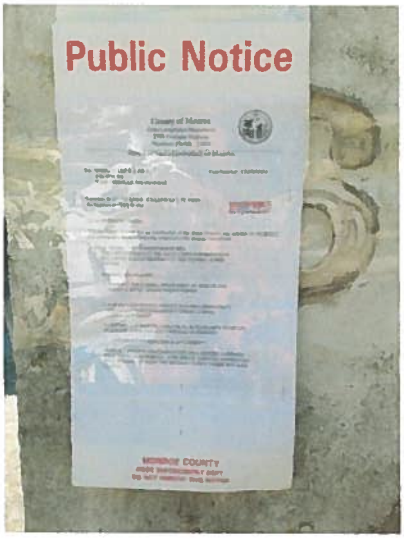
Signature: CMartin Jones

Sworn to and subscribed before me this 7th day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

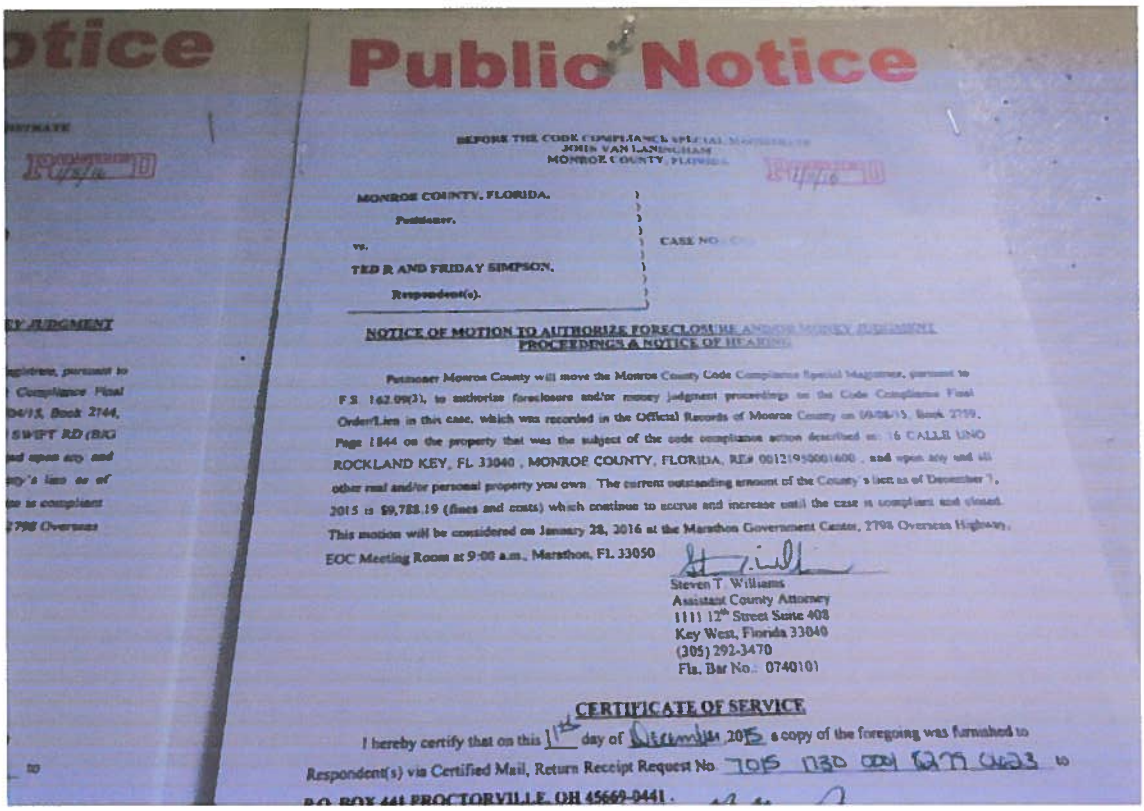




CE15010034-Ted and Friday Simpson
16 Calle Uno, Rockland Key
4-16-15 Inspector Schoenrock

PETITIONER'S EXHIBIT
1
5 of 6

CE15010034. 16 Calle Uno Big Coppitt Key
Insp. Dowling 01/08/2016 ND.



Public Notice

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,
Petitioner,
vs.
TED R AND FRIDAY SIMPSON,
Respondent(s).
CASE NO.

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/04/15, Book 2799, Page 1844 on the property that was the subject of the code compliance action described as: 16 CALLE UNO ROCKLAND KEY, FL 33040 , MONROE COUNTY, FLORIDA, RE# 00121950001600 , and upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $9,788.19 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of December 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1130 0004 6277 0423 to

P.O. BOX 441 PROCTORVILLE, OH 45669-0441

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,	)	
	)	
Petitioner,	)	
vs.	)	Case No.: **CE15010034**
	)	
TED R AND FRIDAY SIMPSON,	)	
	)	
	)	
Respondent(s).	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH day of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 29TH day of January, 2016

Nicole M. Petrick, Liaison

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE15010034**
	)	
TED R AND FRIDAY SIMPSON,	)	
	)	
Respondent(s).	)	
	)	

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Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of December, 2015 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1730 0001 8279 0623 to **P.O. BOX 441 PROCTORVILLE, OH 45669-0441 .**

Mallory Jones
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1155942 **Parcel ID:** 00121950-001600

Ownership Details

Mailing Address:
SIMPSON TED R AND FRIDAY
PO BOX 441
PROCTORVILLE, OH 45669-0441

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 16 CALLE UNO EAST ROCKLAND KEY
Legal Description: 21 67 26 EAST ROCKLAND KEY PT LOT 4 (PARCEL 16) OR640-187

Click Map Image to open interactive viewer

Land Details

Land Use Code	Frontage	Depth	Land Area
010W - RES WATERFRONT	0	0	8,640.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1680
Year Built: 1982

Building 1 Details

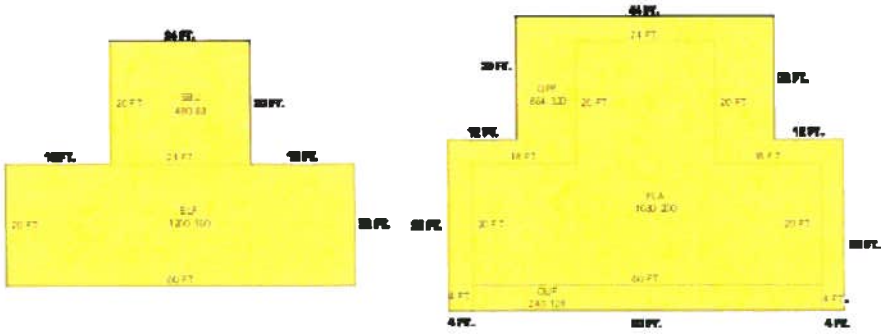
Building Type	R1	Condition	P	Quality Grade	500
Effective Age	23	Perimeter	200	Depreciation %	30
Year Built	1982	Special Arch	0	Grnd Floor Area	1,680
Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	IRR/CUSTOM	Roof Cover	ASPHALT SHINGL	Foundation	CONC PILINGS
Heat 1	NONE	Heat 2	NONE	Bedrooms	2
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	ELF	5:C.B.S.	1	1983	N	Y	0.00	0.00	1,200
2	SBU	3:WD FR STUCCO	1	1983					480
3	FLA	5:C.B.S.	1	1983	N	Y	0.00	0.00	1,680
4	OUF	5:C.B.S.	1	1983	N	Y	0.00	0.00	240
5	OPF	5:C.B.S.	1	1983	N	Y	0.00	0.00	864

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	288 SF	96	3	1981	1982	4	60
2	DK3:CONCRETE DOCK	336 SF	56	6	1981	1982	3	60
3	DK3:CONCRETE DOCK	400 SF	40	10	1981	1982	3	60
4	FN2:FENCES	1,250 SF	250	5	1984	1985	4	30
5	PT3:PATIO	5,900 SF	0	0	1988	1989	2	50
6	FN3:WROUGHT IRON	60 SF	15	4	1984	1985	1	60

Appraiser Notes

THE FOUNDATION SHOWING A LOT OF DEPRECIATION AS OF 3-18-98 2001-05-07 ADDED 20% FUNCT.OBSOLES FOR THE SPALLING AND CRAKING CONCRETE I-BEAMS AND ADDED 100'OF FENCEL. FOR THE 2001 TAX ROLL. D.M.J

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	10101124	03/18/2010		7,500	Residential	METAL ROOF
	A-5185	05/01/1979	12/01/1982	80,640	Residential	SFR
	A-8263	05/01/1981	12/01/1982	9,600	Residential	ENCLOSURE
	89-0987	05/01/1989	12/01/1989	296	Residential	EXTERIOR RENOVATIONS
	89-1591	06/01/1989	06/01/1989	4,032	Residential	TO COMPLETE SFR
	06106610	12/28/2006	03/06/2010	400	Residential	R&R TWO COLUMNS.

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	183,169	46,877	211,816	441,862	441,862	0	441,862
2014	175,302	44,234	272,038	491,574	402,804	0	491,574
2013	177,382	45,517	143,287	366,186	366,186	0	366,186
2012	179,811	47,134	143,988	370,933	370,933	0	370,933
2011	182,241	48,753	143,988	374,982	374,982	0	374,982
2010	187,476	50,035	200,849	438,360	438,360	0	438,360
2009	264,549	51,654	200,330	516,533	516,533	0	516,533
2008	197,150	53,272	345,600	596,022	596,022	25,000	571,022
2007	247,686	50,713	345,600	643,999	643,999	0	643,999
2006	305,834	48,081	302,400	656,315	656,315	0	656,315
2005	203,889	49,431	302,400	555,720	555,720	0	555,720
2004	190,296	50,576	216,000	456,872	456,872	0	456,872
2003	190,296	51,926	73,440	315,662	315,662	0	315,662

2002	103,929	53,631	73,440	231,000	231,000	0	231,000
2001	103,929	55,252	73,440	232,621	232,621	0	232,621
2000	114,321	17,991	56,160	188,471	188,471	0	188,471
1999	114,321	18,493	47,520	180,334	180,334	0	180,334
1998	114,321	18,948	47,520	180,788	180,788	0	180,788
1997	112,387	17,532	47,520	177,439	177,439	25,000	152,439
1996	108,848	17,988	47,520	174,356	174,356	25,000	149,356
1995	108,848	18,404	47,520	174,772	174,772	25,000	149,772
1994	108,848	18,859	47,520	175,227	175,227	25,000	150,227
1993	108,848	19,314	47,520	175,682	175,682	25,000	150,682
1992	108,848	19,731	47,520	176,099	176,099	25,000	151,099
1991	108,848	20,185	47,520	176,553	176,553	25,000	151,553
1990	108,848	20,641	30,240	159,729	159,729	25,000	134,729
1989	104,807	6,308	30,240	141,355	141,355	25,000	116,355
1988	92,157	5,432	30,240	127,829	127,829	25,000	102,829
1987	91,199	5,564	25,920	122,683	122,683	25,000	97,683
1986	91,652	5,214	25,920	122,786	122,786	25,000	97,786
1985	89,513	4,182	25,920	119,615	119,615	25,000	94,615
1984	62,501	4,270	25,920	92,691	92,691	25,000	67,691
1983	75,480	8,054	25,920	109,454	109,454	0	109,454
1982	0	3,740	10,494	14,234	14,234	0	14,234

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
2/1/1976	640 / 187	9,000	00	Q

This page has been visited 123,067 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No _____

Department: County Attorney
Staff Contact Phone #: Steve Williams 305-289-2500

AGENDA ITEM WORDING: Authorization to initiate litigation against Joseph W. Walter Jr. and Francesca V. Walter and the property located at 211 Venus Lane, Geiger Key, Florida, to seek compliance with the County code and enforce a lien arising from Code Compliance case number CE15010025.

ITEM BACKGROUND:
This property has been the subject of a Code Compliance case for failure to hook up to central sewer. The fines total $18,500.00 as of March 5, 2016 and will continue to accrue at $100 per day until compliance is achieved.

CE15010025: The Special Magistrate found the property in violation and ordered a compliance date of September 1, 2015. The property owner did not gain timely compliance by the deadline ordered by the Special Magistrate. Fines began to accrue on September 2, 2015. The County's lien was recorded on September 8, 2015. The code case remains open for continuing non-compliance and failure to pay outstanding fines and costs.

- The property is not homesteaded;
- The property owner owns a vacant commercial parcel (RE#00150980-000000) property; a vacant residential parcel (RE#00145720-000000); a residential parcel/mobile home (RE#00146580-000000); and a commercial parcel/nightclub (RE#00151000-000000)
- The property owner applied for a building permit, #16100353, to connect to the central sewer;
- The public records of Monroe County indicate incomplete inspections to date;
- The public records of Monroe County indicate no pending foreclosure action by the mortgagee.

Under the policy adopted in Resolution 057-2014 the available legal options with respect to the County's County's lien are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: **Authorization to initiate litigation against the property owner for injunction, foreclosure; money judgment and writ of execution.**

TOTAL COST: Appx. $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes X No___

DIFFERENTIAL OF LOCAL REFERENCE: _____
COST TO COUNTY: _____ **SOURCE OF FUNDS:** 148-50001-530318

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____
APPROVED BY: County Atty 3-14-16 OMB/Purchasing _____ Risk Management ____
DOCUMENTATION: Included X Not Required_____

DISPOSITION: _____ **AGENDA ITEM #**_____

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: WALTER JOSEPH W JR & FRANCESCA V
114 STAR LANE
KEY WEST, FL 33040

Case Number: CE15010025

Location: 211 VENUS LANE GEIGER KEY, FL 33040
Re Number: 00145730000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/28/2015 and subsequently found the following violation(s) of the Monroe County Code:

20-78.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM.

Corrective Action Required:

1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

3. CONTACT THE WASTEWATER UTILITY IN YOUR AREA TO OBTAIN AN INTITAL INSPECTION FOR APPROVAL TO PROCEED.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT 1

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 04/30/2015 at 9:00AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **04/23/2015** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

SCHOENROCK, TRACI
Code Inspector 305.292.4498

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 1430 on 3/4/15.

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

PETITIONER'S EXHIBIT 1

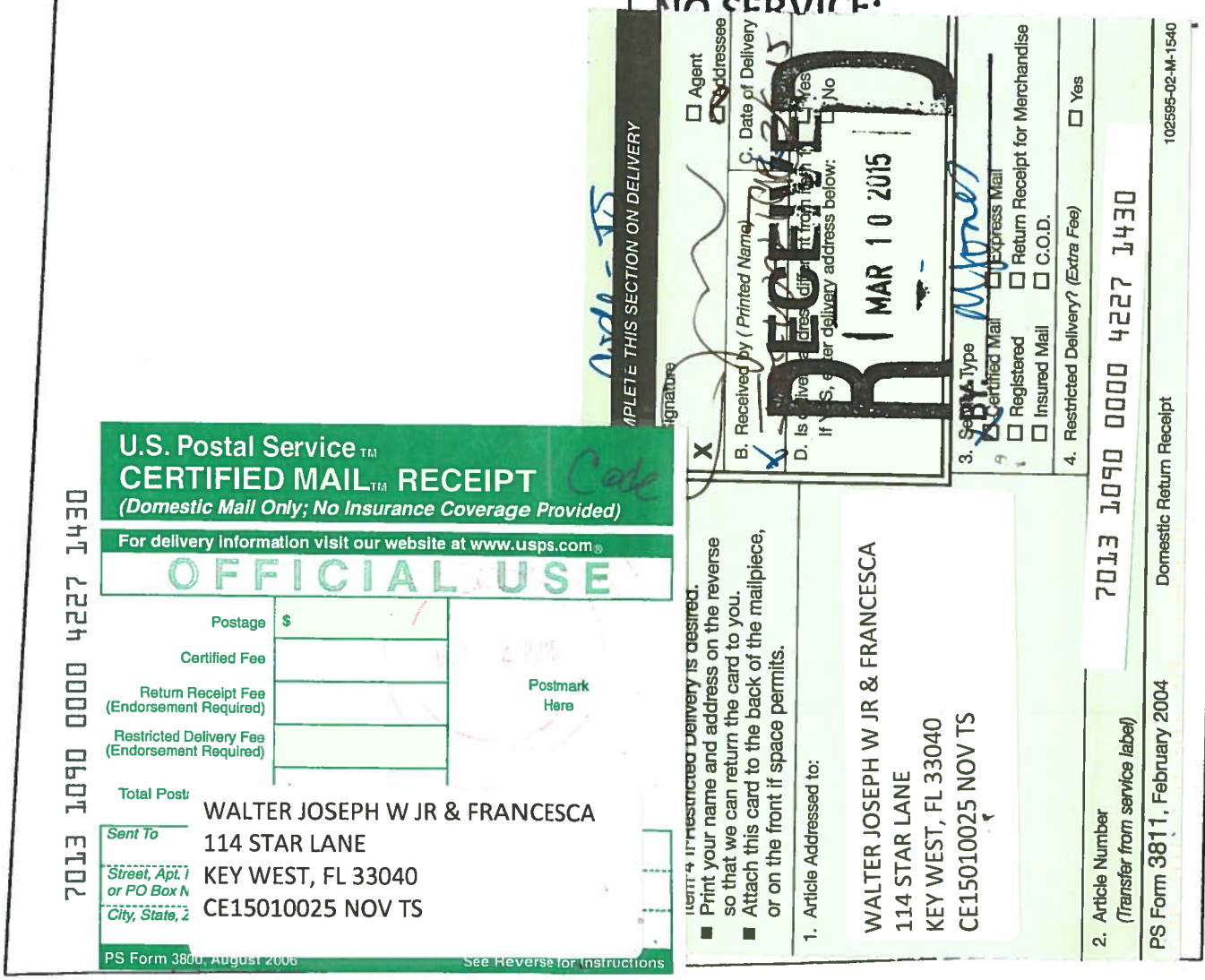
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number: CE 15010025

GOOD SERVICE: _____

NO SERVICE:

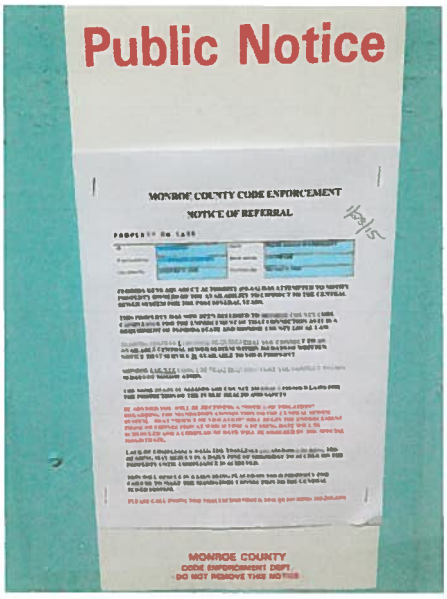


U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage
Postmark Here
Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP+4
WALTER JOSEPH W JR & FRANCESCA
114 STAR LANE
KEY WEST, FL 33040
CE15010025 NOV TS
PS Form 3800, August 2006
See Reverse for Instructions
7013 1090 0000 4227 1430

SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
WALTER JOSEPH W JR & FRANCESCA
114 STAR LANE
KEY WEST, FL 33040
CE15010025 NOV TS
COMPLETE THIS SECTION ON DELIVERY
Agent
Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
RECEIVED
MAR 10 2015
3. Service Type
Certified Mail
Express Mail
Registered
Return Receipt for Merchandise
Insured Mail
C.O.D.
4. Restricted Delivery? (Extra Fee) Yes
2. Article Number (Transfer from service label) 7013 1090 0000 4227 1430
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PETITIONER'S EXHIBIT
1

Joseph W Jr and Francesca V Walter
211 Venus Ln., Geiger Key
1-28-15 Inspector Schoenrock



PETITIONER'S EXHIBIT
2
1 of 2

MONROE COUNTY CODE ENFORCEMENT

NOTICE OF REFERRAL

POSTED 1/28/15

PROPERTY ON CASE

RE	00145730000000	Owner	WALTER JOSEPH W JR & FRANCESCA V
Property Address	211 VENUS LANE (GEIGER KEY)	Owner Address	114 STAR LANE
City/State/Zip	GEIGER KEY FL 33040	City/State/Zip	KEY WEST FL 33040

FLORIDA KEYS AQUADUCT AUTHORITY (FKAA) HAS ATTEMPTED TO NOTIFY PROPERTY OWNERS OF THE AVAILABILITY TO CONNECT TO THE CENTRAL SEWER SYSTEM FOR THE PAST SEVERAL YEARS.

THIS PROPERTY HAS NOW BEEN REFERRED TO MONROE COUNTY CODE COMPLIANCE FOR THE ENFORCEMENT OF THAT CONNECTION AS IT IS A REQUIRMENT OF FLORIDA STATE AND MONROE COUNTY LOCAL LAW.

FLORIDA STATUTE § *381*.00655: REQUIRES THAT YOU CONNECT TO AN AVAILABLE CENTRAL SEWER SYSTEM WITHIN 365 DAYS OF WRITTEN NOTICE THAT SERVICE IS AVAILABLE TO YOUR PROPERTY.

MONROE COUNTY CODE § 20-78.(a) REQUIRES THAT YOU CONNECT WITHIN 30 DAYS OF NOTIFICATION.

THE SAME STATUTE ALLOWS THE COUNTY TO ENACT ITS OWN LAWS FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY.

BE ADVISED YOU WILL BE RECEIVING A "NOTICE OF VIOLATION" REGARDING THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM. THAT "NOTICE OF VIOLATION" WILL BEGIN THE ENFORCEMENT PHASE OF CONNECTION AT WHICH TIME A HEARING DATE WILL BE SCHEDULED AND A COMPLAICNE DATE WILL BE ORDERED BY THE SPECIAL MAGISTRATE.

LACK OF COMPLIANCE WITH THE TIMELINES ESTABLISHED DURING THE HEARING MAY RESULT IN A DAILY FINE OF $100.00/DAY TO ACCRUE ON THE PROPERTY UNTIL COMPLIANCE IS ACHIEVED.

THIS WILL RESULT IN A LIEN BEING PLACED ON YOUR PROPERTY FOR FAILURE TO MAKE THE MANDATORY CONNECTION TO THE CENTRAL SEWER SYSTEM.

PLEASE CALL INSPECTOR TRACI SCHOENROCK FOR QUESTIONS:

PETITIONER'S EXHIBIT 2 2 of 2

Florida Keys
Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Brian L. Barroso
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATION OF MAILING

I, Thomas G. Walker, Manager of Engineering, hereby certify that the 30 Day Notice for Connection to the Big Coppitt Wastewater System (**Exhibit A**) was mailed on August 10, 2009 to all property owners of the Big Coppitt Wastewater System listed on Schedule B (**Exhibit B**) attached hereto, which mailing was required by Monroe County Ordinance 017-2002 Section 5 (**Exhibit C**).

I further certify that on September 18, 2012 a letter (**Exhibit D**) was mailed to those individuals (**Exhibit E**) who have not connected to the wastewater system as of January 18, 2012.

Certified on September 17, 2013.

By: _____
Thomas G. Walker, Manager of Engineering

PETITIONER'S EXHIBIT
6
1 of 3
tabbies

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number
Physical Address

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with the Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from this property. All properties on **Shark Key** and all properties on the **bayside of U.S. 1 on Big Coppitt Key** are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is required. Your property is in **Phase** <>. The required connection date for this property is no later than <>, however you may connect your property any time prior to that date.

In order to facilitate an orderly connection process connection requirements are being implemented in phases. Please see the attached map and table for a description of the Big Coppitt and Shark Key streets eligible for connection and their compulsory connection date.

Billing for wastewater is based on the availability of the system and the establishment of a wastewater rate by the FKAA Board of Directors. Billing for wastewater will occur no sooner than the September billing cycle. The billing cycle will begin at the same time for all properties regardless of which connection phase your property is located in. The first wastewater billing cycle will consist of the base facility charge only. Subsequent bills will include the base facility charge and flow charge. A follow-up letter will provide information on the rates and billing cycle once it has been established by the FKAA Board of Directors. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 293-7524 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Olympia Newton at (305) 295-2144 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 10th day of August, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
2 of 3

EXHIBIT A

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FL 33040

BIG COPPITT WASTEWATER PROJECT

RE: Notice To Connect To Available Central Wastewater System
Real Estate Number:
Physical Address:

Dear Property Owner:

The Florida Keys Aqueduct Authority, in conjunction with Monroe County, has now made available centralized wastewater service to the above listed address. The FKAA's wastewater treatment facility and collection system is now ready to accept and treat wastewater from Rockland Ocean, Rockland Gulf, Big Coppitt Key and Geiger Key. All properties in the wastewater district are now invited to connect to the central wastewater system.

Please consider this letter your official notification that a centralized wastewater system is now available to the above referenced property. Pursuant to Monroe County Ordinance (No. 017-2002), connection to the system is mandatory. The required connection date for this property is no later than January 11, 2010, however you may connect your property any time prior to that date.

Billing for wastewater is based on the availability of the system. Billing for wastewater will commence in January 2010.

The first wastewater billing cycle will consist of the base facility charge only. The base facility charge is based on meter size. Most residential meters are 5/8" and would receive a base facility charge of $25.90. Subsequent bills will include the base facility charge and flow charge. Flow charges are calculated at a rate of $9.80 per thousand gallons of water consumed. The consumption charges for single-family residences are capped at 12,000 gallons. All properties will be billed for wastewater at the specified time, even if they are not connected to the system.

Please contact the Monroe County Department of Health at (305) 809-5670 for information regarding the abandonment of your current septic system or cesspit, or the opportunity to convert your existing septic tank into a cistern. For information regarding the permitting process please contact the Monroe County Building Department at (305) 289-2501.

Please contact FKAA Representative, Joshua Peele at (305) 809-2636 if you have any questions about the connection process. You may also visit the FKAA website for detailed information on the connection process and construction requirements at www.fkaa.com/wastewater.htm.

Thank you for your assistance.

Dated this 8th day of December, 2009

FLORIDA KEYS AQUEDUCT AUTHORITY

James C. Reynolds, P.E.
Executive Director

PETITIONER'S EXHIBIT
6
3 of 3

Doc# 2044757 09/08/2015 12:55PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,
vs.

JOSEPH W. WALTER JR &
FRANCESCA V. WALTER
Respondent(s).

Case No.: CE15010025

Subject Property Real Estate Number: 00145730-000000

Doc# 2044757
Bk# 2759 Pg# 1842

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were / were not** present and **did / did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) The violation(s) is found to be irreparable or irreversible and a **one-time fine** of $ _____ is ORDERED, payable within _____ days of this Order.
(✓) Pursuant to Section 162.07(2) of Florida Statutes **all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.**
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/1/15 **("THE COMPLIANCE DATE").**
(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the dollar amount:

20-78.(a) $ 100.00

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

( )Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 30TH day of April, 2015.

John G. Van Lanningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

CASE NUMBER: CE15010025

JOSEPH W WALTER JR & FRANCESCA V WALTER
114 STAR LANE
KEY WEST, FL 33040

Location of Subject Property:
211 VENUS LANE (GEIGER KEY)
GEIGER KEY, FL 33040

RE NUMBER: 00145730-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/A on this 4TH day of May, 2015.

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH W WALTER JR & FRANCESCA V WALTER
114 STAR LANE
KEY WEST, FL 33040

COPY

Date: September 11, 2015

Subject: Code Case CE15010025
Property Location: 211 VENUS LANE (GEIGER KEY) , GEIGER KEY, FL 33040
Real Estate No.: 00145730000000

Dear Property Owner(s),

The purpose of this letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1842. The current amount of the County's lien is $1043.19 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050.

The County will then provide a Release and Satisfaction of Lien to you. It is then your responsibility to record the Release and Satisfaction with the Clerk of Courts in Monroe County. Please note that once your property is in compliance you may request mitigation of your fine(s) based on any mitigating circumstances.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact the Lower Keys Office at (305) 292-4495.

Respectfully yours,

Nicole Petrick
Special Magistrate Liaison
(305) 289-2509
Petrick-Nicole@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny L. Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH W WALTER JR & FRANCESCA V WALTER
114 STAR LANE
KEY WEST FL 33040

FILE COPY

November 19, 2015

Subject: Code Case: CE15010025
Location: 211 VENUS LANE GEIGER KEY

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. A copy is enclosed for your convenience. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Additionally, our records indicate that the violations remain on your property. Because your property is not in compliance the fines continue to run in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 78 days for a current total of $7,800.00.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F. S.162.09(3). To date, these costs are $155.79 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $7,955.79 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days will result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Mallory Jones

Mallory Jones
Code Inspector – Wastewater
jones-mallory@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

JOSEPH W WALTER JR AND FRANCESCA V WALTER
114 STAR LANE
KEY WEST FL 33040

FILE COPY

Dec 11, 2015

Subject: Code Case: CE15010025
Location: 211 VENUS LANE GEIGER KEY, FL 33040

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 28, 2016. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.:

Lower Keys:	5503 College Road, Suite 204 Key West, FL 33040 (305) 292-4495
Middle Keys:	2798 Overseas Highway, Suite 330 Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Mallory Jones at (305) 289-2540.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

English Customer Service USPS Mobile Register / Sign In

USPS.COM

USPS Tracking®

Customer Service ›
Have questions? We're here to help.

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70151730000182790661

Updated Delivery Day: **Thursday, December 17, 2015**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
December 17, 2015 , 3:57 pm	Notice Left (No Authorized Recipient Available)	KEY WEST, FL 33040

We attempted to deliver your item at 3:57 pm on December 17, 2015 in KEY WEST, FL 33040 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed by January 1, 2016 then it will be returned to sender.

December 17, 2015 , 8:39 am	Arrived at Unit	KEY WEST, FL 33040
December 16, 2015 , 2:34 am	Departed USPS Facility	MIAMI, FL 33152
December 16, 2015 , 12:45 am	Arrived at USPS Facility	MIAMI, FL 33152

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70151730000182790661 Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›

Copyright © 2016 USPS. All Rights Reserved.

Search or Enter a Tracking Number

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

Case Number: CE15010025

I, Nancy Dowling, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: **WALTER JOSEPH W JR & FRANCESCA V**, described as **211 VENUS LANE (GEIGER KEY), GEIGER KEY, FL 33040**, having the property **RE#: 00145730000000** with the Notice of Motion to Authorize Foreclosure and/or Money Judgment Proceedings & Notice of Hearing for this case with a **Hearing Date of 01/28/2016**.

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 1/8/16 Time: 12:13

✓ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/8/16 Time: 16:47

____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: Nancy Dowling

Sworn to and subscribed before me this 8 day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CERTIFICATION OF MAILING:

I, **CHERYL MARTIN JONES**, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: **WALTER JOSEPH W JR & FRANCESCA V, 114 STAR LANE, KEY WEST, FL 33040**.

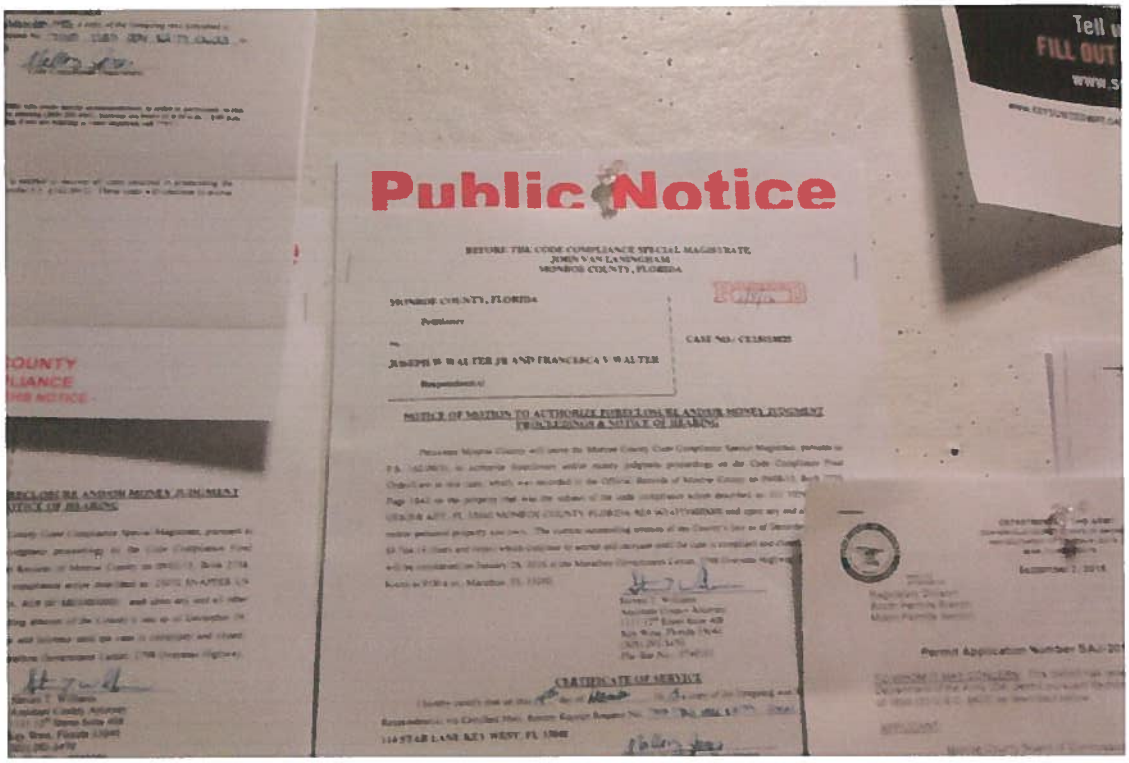
Signature: CMartin Jones

Sworn to and subscribed before me this 7th day of January, 2016.

NICOLE M. PETRICK
MY COMMISSION # FF 080268
EXPIRES: December 30, 2017
Bonded Thru Notary Public Underwriters

Nicole M. Petrick
Notary Public, State of Florida

CE15010025 211 Venus Lane Geiger Key .
Insp. Dowling 01/08/16 ND.

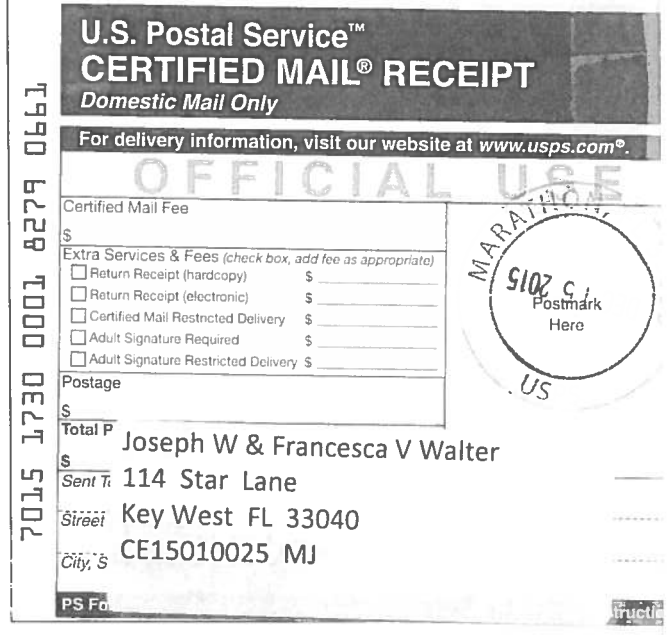


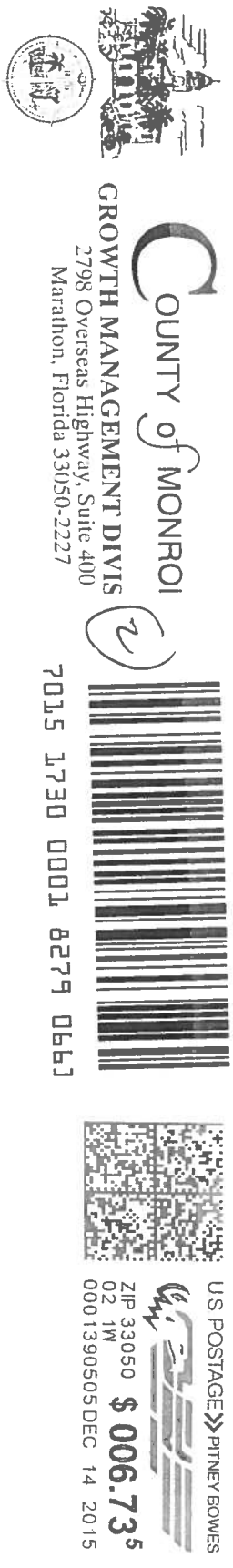
MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGIST
REC

Complaint Number: CE 150

CERT #:
7015 1730 0001 8279 06





BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA	)	
	)	
Petitioner	)	
	)	
vs.	)	**CASE NO.: CE15010025**
	)	
JOSEPH W WALTER JR AND FRANCESCA V WALTER	)	
	)	
Respondent(s)	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 09/08/15, Book 2759, Page 1842 on the property that was the subject of the code compliance action described as: 211 VENUS LANE GEIGER KEY, FL 33040 MONROE COUNTY FLORIDA RE# 00145730000000 **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 7, 2015 is $9,764.19 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on January 28, 2016 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of December, 20 15 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7015 1730 0001 8279 0661 to **114 STAR LANE KEY WEST, FL 33040 .**

Mallory Jones
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA	)	
	)	
Petitioner	)	
vs.	)	Case No.: **CE15010025**
	)	
JOSEPH W WALTER JR AND FRANCESCA V WALTER	)	
	)	
	)	
Respondent(s)	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 28TH ~~day~~ of January, 2016, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/A on this 29TH day of January, 2016

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1187089 **Parcel ID:** 00145730-000000

Ownership Details

Mailing Address:
WALTER JOSEPH W JR AND FRANCESCA V
114 STAR LN
KEY WEST, FL 33040

Property Details

PC Code:	02 - MOBILE HOMES
Millage Group:	100B
Affordable Housing:	No
Section-Township-Range:	27-67-26
Property Location:	211 VENUS LN GEIGER KEY
Subdivision:	GEIGER MOBILE HOMES
Legal Description:	BK 4 LT 40 GEIGER MOBILE HOMES GEIGER KEY PB-5-77 OR500-188 OR557-988 OR1299-347AFF OR1299-348/49

Click Map Image to open interactive viewer

Land Details

Land Use Code	Frontage	Depth	Land Area
020C - MOB HOM CANAL	0	0	5,196.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 684
Year Built: 1971

Building 1 Details

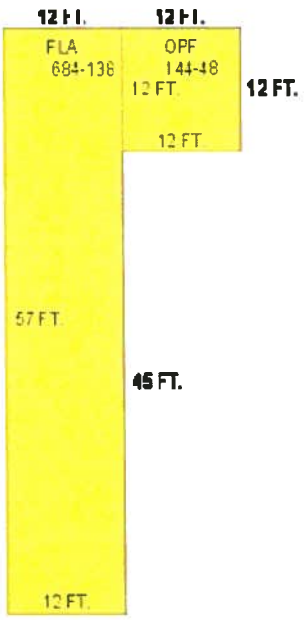
Building Type	M1	Condition	A	Quality Grade	350
Effective Age	42	Perimeter	138	Depreciation %	70
Year Built	1971	Special Arch	0	Grnd Floor Area	684
Functional Obs	0	Economic Obs	0		

Inclusions: M1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	FLAT OR SHED	Roof Cover	METAL	Foundation	CONC BLOCK
Heat 1	NONE	Heat 2	NONE	Bedrooms	2
Heat Src 1	NONE	Heat Src 2	NONE		

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	8:METAL/ALUM	1	1985	N	N	0.00	0.00	684
2	OPF		1	2000	N	N	0.00	0.00	144

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	10 SF	10	1	1973	1974	2	60
2	SW2:SEAWALL	126 SF	42	3	1973	1974	2	60
3	DK3:CONCRETE DOCK	156 SF	52	3	1973	1974	4	60
4	PT3:PATIO	105 SF	15	7	1973	1974	2	50
6	UB3:LC UTIL BLDG	70 SF	10	7	1979	1980	2	30
7	RW2:RETAINING WALL	32 SF	16	2	1973	1974	3	50
8	MH4:TRAILER SKIRT	414 SF	138	3	1970	1971	2	50

Appraiser Notes

2002-01-09 CHANGED THE MH6-02 TO THE OPF FOR THE 2002 TAX ROLL. SKI/DMJ

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	07103225	07/26/2007	04/17/2008	1,600	Residential	UPGRADE ELECTRICAL SERVICE

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	17,700	4,486	131,199	153,385	95,487	0	153,385
2014	18,640	4,078	109,116	131,834	86,807	0	131,834
2013	18,640	4,078	66,249	88,967	78,916	0	88,967
2012	36,488	4,078	31,176	71,742	71,742	0	71,742
2011	29,162	4,078	55,857	89,097	89,097	0	89,097
2010	37,087	4,078	64,950	106,115	106,115	0	106,115
2009	40,754	4,228	64,950	109,932	109,932	0	109,932
2008	37,050	4,302	140,292	181,644	181,644	0	181,644
2007	39,739	3,693	181,860	225,292	225,292	0	225,292
2006	65,569	3,182	155,880	224,631	224,631	0	224,631
2005	39,739	3,227	129,900	172,866	172,866	0	172,866
2004	37,648	3,315	77,940	118,903	118,903	0	118,903
2003	40,785	3,426	41,568	85,779	85,779	0	85,779
2002	31,091	3,494	41,568	76,153	76,153	0	76,153
2001	22,540	4,273	41,568	68,381	68,381	0	68,381
2000	22,540	2,155	41,568	66,263	66,263	0	66,263
1999	22,540	2,201	41,568	66,309	66,309	0	66,309
1998	17,130	1,720	41,568	60,418	60,418	0	60,418
1997	17,130	1,796	41,568	60,495	60,495	0	60,495
1996	11,284	1,538	41,568	54,390	54,390	0	54,390

1995	11,284	1,602	41,568	54,454	54,454	0	54,454
1994	12,591	1,753	41,568	55,912	55,912	25,000	30,912
1993	12,591	1,812	41,568	55,971	55,971	25,000	30,971
1992	12,591	1,878	41,568	56,037	56,037	25,000	31,037
1991	12,591	1,946	41,568	56,105	56,105	25,000	31,105
1990	12,591	2,004	21,278	35,873	35,873	25,000	10,873
1989	12,591	2,071	15,874	30,536	30,536	25,000	5,536
1988	10,190	1,693	15,874	27,757	27,757	25,000	2,757
1987	10,057	1,737	17,056	28,850	28,850	25,000	3,850
1986	10,113	1,713	15,198	27,024	27,024	25,000	2,024
1985	7,093	1,710	15,548	24,351	24,351	24,351	0
1984	6,646	1,751	15,548	23,945	23,945	23,945	0
1983	7,036	1,711	15,548	24,295	24,295	24,295	0
1982	7,167	1,711	9,060	17,938	17,938	17,938	0

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
3/1/1994	1299 / 0348	54,500	WD	Q
2/1/1973	557 / 988	7,400	00	Q

This page has been visited 126,396 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 3/23/2016 – KL

Division: County Attorney

Bulk Item: Yes ___ No XX

Staff Contact Person: Bob Shillinger 292-3470

AGENDA ITEM WORDING: Request to hold an Attorney-Client Closed Session in the matters of *Monroe County BOCC v. Construct Group Corp. and Berkley Regional Ins. Co.*, Case No. CA-K-15-844 and *Construct Group Corp. v. Monroe County BOCC*, Case No. CA-P-15-563 at the regularly scheduled BOCC meeting on April 20, 2016 in Marathon, FL at 1:30 p.m. or as soon thereafter as may be heard.

ITEM BACKGROUND: Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Chris Ambrosio and Christine Limbert-Barrows, special litigation counsel Ira Libanoff and a certified court reporter

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Court Reporter costs **INDIRECT COST:**____ **BUDGETED:** Yes ____ No ____

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Court Reporter costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes __ No xx **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X CA 3-8-16 OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ____ Not Required X

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes X No ___

Division: County Attorney
Staff Contact /Phone #: Steve Williams/292-3470

AGENDA ITEM WORDING: Authorization to initiate litigation against Mr. and Mrs. Lester Day and the property located at 234 Hispanola Road, Key Largo, Florida, to seek compliance with the County Codes and enforce a lien arising from code compliance case number CE08030073.

ITEM BACKGROUND:
This property was the subject of a Code Compliance case for lack of a valid permit for construction and/or setback violations. The fines total $124,100.00 as of March 8, 2016 and will continue to accrue at $50.00 per day until compliance is achieved.

CE08030073: The property owners entered into a "*Stipulation to Code Violation and For Time To Comply For First Time Offenses*" agreement with Monroe County admitting to the violations of Monroe County Code as cited; agreeing to a compliance date of May 21, 2009 with a review hearing scheduled on May 28, 2009 if compliance is not achieved. Compliance was not achieved and at the hearing the Special Magistrate imposed a daily fine of $25.00 per count per day for each violation beginning on May 22, 2009. This Order was recorded as a lien on July 21, 2009. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The property is not homesteaded and there are no pending foreclosure actions at this time.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, writ of execution and money judgment;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Authorization to initiate litigation against the property owner for injunction, foreclosure, writ of execution and money judgment.

TOTAL COST: approx $2500.00 **INDIRECT COST:** _____ **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:** _

REVENUE PRODUCING: Yes ___ No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty STW 3/18 OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included _____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #**_____

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Danny Kolhage, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

MEMORANDUM

TO: Steve Williams, Assistant County Attorney
FROM: Kathleen Windsor, Sr. Code Compliance Research Analyst
DATE: March 8, 2016
SUBJECT: Recommendation to County Attorney's Office for further action.
SUBJECT PROPERTY: 234 HISPANOLA RD KEY LARGO

SUMMARY:
As a result of the "*Order Imposing Penalty and Authorizing Recording Lien*" in code compliance case CE08030073, daily fines in the amount of $50.00 per day have accrued for approximately 2482 days for a total of $124,100.00 and continue to accrue. All attempts to gain voluntary compliance from the property owners have failed. The subject property, owned by Mr. and Mrs. Lester Day, remains in violation of Monroe County Codes.

CASE CE08030073 BACKGROUND:
On May 29, 2008 a complaint was received by the Code Compliance Department for unpermitted construction and a Stop Work Order was posted at the property on June 24, 2008 for the construction of the following items: window replaced with exterior door, Guest House, Jacuzzi, Wet bar, addition to house, and new metal roof.

Research was conducted on September 29, 2008 revealing no permit applications on record for After-the-fact structures or demolition thereof. Additionally a "For Sale" advertisement was found with photos of the completed construction. Therefore a *"Notice of Violation/Notice of Hearing"* was mailed via certified mail to the property owners on November 21, 2008 to appear at the Special Magistrate Hearing on December 4, 2008.

On November 27, 2008 the property owners entered into a "*Stipulation to code violation and for time to comply for first time offenses*" agreement with Monroe County admitting to the violations of Monroe County Code as cited:

- MCC Sec. 9.5-111(1) - PERMITS, APPROVALS AND INSPECTIONS ARE REQUIRED FOR THE NEW METAL ROOF, ADDITION, GUEST HOUSE, JACUZZI AND STRUCTURE OVER IT, and
- MCC Sec. 9.5-281 - ALL STRUCTURES CONSTRUCTED MUST MEET THE SETBACK REQUIREMENTS FOR YOUR PROPERTY;

agreeing to a compliance date of May 21, 2009 with a review hearing scheduled on May 28, 2009 if compliance is not achieved. Compliance was not achieved and at the hearing on May 28, 2009 the Code Compliance Special Magistrate imposed a daily fine of $25.00 per count per day for each violation beginning on May 22, 2009. This Order was recorded as a lien on July 21, 2009.

On November 1, 2010 a letter was sent to the property owners advising them of the lien and the continuation of daily fine accrual.

On March 2, 2011 research revealed that compliance was not achieved and a "*Notice of Motion to Authorize Collection Proceedings and Notice of Hearing*" was mailed to the property owners and a hearing was held on March 31, 2011. The Special Magistrate issued an "*Order Authorizing Foreclosure*".

As of March 8, 2016 no permits have been submitted to the building Department for either After-the-fact or demolition, therefore the violations remain. Staff has exhausted all other mechanisms available to persuade the property owners to achieve compliance.

As of March 8, 2016, the total amount of the lien is $124,524.40 ($124,100.00 fines and $424.40 costs), and the costs and fines will continue to accrue until compliance is achieved and the lien is paid.

STAFF RECOMMENDATIONS:
Approval to proceed with litigation to compel the property owners Mr. and Mrs. Lester Day to comply with various county ordinances and correct the code violations of Code Compliance Case CE08030073.

Attachments:

Page
1 Complaint received
2 Stop Work Order
4 MLS listing
9 MLS listing - photos
12 NOV/NOH MAILED
14 Stipulation
18 Order Imposing Penalty/Lien
20 Demand Letter
21 MOTION FOR COLLECTION AND HEARING MAILED
22 ORDER AUTHORIZING FORECLOSURE
23 Current Property Record Card
27 Fine Screen
28 Case Detail

Andrew D. Tsang

From: andrewtsang189@comcast.net [mailto:andrewtsang189@comcast.net]
Sent: Thursday, May 29, 2008 6:22 PM
To: Norman-Ronda
Subject:

Dear Ms. Norman

I have filed a complaint with your office March 3, 2008. It was my concern about an unsafe
structure and non-permitted dwelling at 234 Hispanola Road Tavernier Florida 33070. I have since tried to gain information regarding the status of my complaint. Unfortunatly I was not able to get an answer whether a notice was served or not. It has been almost three months now and I still seek information about 234 Hispanola Rd. I am hoping you could help me determine whether the owners have been notified. I did get a chance to speak with Brian on a couple of occasions; however, he said it would probably be within two weeks and as far as I know there has been no action taken thus far.

Thank you for your time and considerration

Andrew Tsang

Posted
6/24/08
№ 3712 A.W.

MONROE COUNTY

STOP WORK ORDER

INSPECTOR White DATE 6/24/08

BY: ___CODE ENFORCEMENT ___BUILDING DEPARTMENT

CONTRACTOR'S NAME_____ PERMIT #_____

PROPERTY OWNER'S NAME Lester G + Linda A Day

STREET ADDRESS 234 Hispaniola RD Tavernier, FL 33070

LOT_____ BLOCK_____ SUBDIVISION_____

SPECIFIC DESCRIPTION OF WORK BEING DONE:
HAS THIS WORK BEEN COMPLETED? Yes V No_____ Partial____

Structures on side of house, and back of house
- Add on to rear of House.
- Set back violations

Please bring this form to the Monroe County Building Department, along with a copy of your Property Record Card (which may be obtained from the Property Appraiser's office) **and any other documentation pertaining to this project.** Depending on the scope of the work, the building department staff will be able to determine whether your project can proceed with a permit **AND/OR** whether a demolition permit will be required. Your prompt response to this notice is appreciated.

Building Department offices are located at:

Upper Keys	**Middle Keys**	**Lower Keys**
Plantation Key Govt. Center	Marathon Govt. Center	Building Department
88800 Overseas Highway	2798 Overseas Highway	Room 2030
Tavernier, FL	Marathon, FL	5503 College Road
852-7100	289-2501	Key West, FL 33040
		292-4490

****

For office use only: Flag placed ____ Date____ Initials____
Flag removed ____ Date____ Initials____

PLAINTIFF'S EXHIBIT 4

BUILDING DEPT. OFFICE COPY

PLAINTIFF'S EXHIBIT
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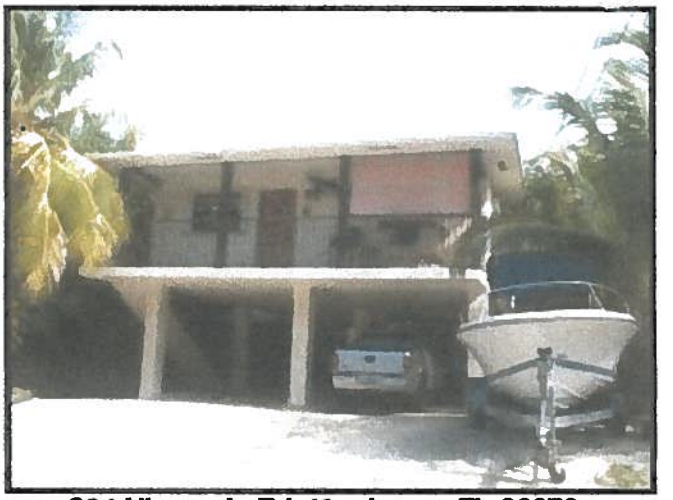
2

3

6/24/2008 2:46:01 PM



234 Hispanola Rd, Key Largo, FL 33070
List #544024

Walk to beach and swim at beautiful county park with boat ramps & picnic area.CBS stilt home upgraded,newly painted,new metal roof. Kitchen has new laminate floors,pine cabinets & ceiling,new dishwasher.Office off of bedroom;master bedroom has balcony overlooking secluded backyard.Wet bar,jacuzzi,a/c storage & plenty of parking downstairs. Immaculately maintained. Enjoy the Keys lifestyle!

Contract Information

List Price	395,000	Range Pricing	No
Limitd Reprsntation	No	As is Rght to Inspct	Yes

Location, Tax & Legal

City	County	Off Shore Island	No
County	Monroe	Subdivision	Harris Ocean Park (93.0)
Mile Marker	93	Area	26 - Key Largo S of MM 96.9
Side	Ocean	Alternate Key #	1549886
Parcel #	00450250-000000	Zoning	IS - Improved Subivision District
Deed Restrictions	Unknown		
Legal	BK 9 LT 18 HARRIS OCEAN PK ESTATES FIRST ADDN KEY LARGO PB4-139 OR514-583 OR796-614 OR904-1146 OR1061-2460(JB) OR1068-22		
Taxes	984.19	Tax Year	2007

General Property Description

Property Type	Residential	Realtor.COM Type	Residential - Single Family
Style	Single Family	Waterfront	No
Year Built	1984	Lot Size	50 X 102
Lot SqFt	5,100	Total Bedrooms	2
Full Baths	1	Half Baths	0
Total Baths	1	Rentals Allowed	Yes
Min Rental Days	28	Max Rental Days	365

Status Change Info

Status	Expired

Details

Association Info:	H. O. A.: No	**Exterior Features:**	Bar; Detached Guest Qtrs; Hot Tub; Storage
Fee Includes:	None	**Construction:**	CBS
Tax Exemptions:	Homestead	**Windows/Doors:**	Single Hung Windows; Sliding Glass Doors
Waterfront:	None	**Shutters:**	Accordion
Waterview:	No Waterview	**Floor:**	Laminate; Tile Floor
Dockage:	None	**Roof:**	Metal Roof
Building Style:	Stilt Column Height: Medium - 5Ft - 9Ft	**Pets:**	Pets Allowed
Vehicle Storage:	Carport; Car(s): 1; Covered Parking; Off Street Parking		

PLAINTIFF'S EXHIBIT 3

Furnished:	Unfurnished	**Neighborhood Feature:**	Beach; Community Boat Ramp
Cooling/Heating:	Ceiling Fans; Central A/C; Heat	**Land Size:**	Less Than 1/4 Acre
Utilities:	Cable Available; FKAA; Septic Tank	**Terms:**	Buyer Obtain Finance
Interior Features:	Cathedral Ceilings; Drapes/Blinds Incl; Storage; Wet Bar	**Title:**	Title Ins - Buyer
Specialty Rooms:	Utility Room		
Appliances:	Dishwasher; Dryer; Microwave; Oven; Range; Refrigerator; Washer		

Information is deemed to be reliable, but is not guaranteed. See copyright notice.

Prepared by Debra Mott on September 29, 2008 3:15 PM EDT

The information on this sheet has been made available by the MLS and may not be the listing of the provider.

PLAINTIFF'S EXHIBIT 3 2 OF 8

5

Detail - History

234 Hispanola Rd Key Largo, FL 33070

+	List #	Status	Price	% Change	Date	DOM	Address
+	544024	Expired	$395,000	-15.1%	07/10/2008	182	234 Hispanola Rd
+	530122	Expired	$465,000	234.5%	02/24/2006	71	234 Hispanola Rd
+	503642	Closed	$139,000		04/02/2001	216	234 Hispanola Rd

6

Tax Record Report for Parcel 00450250-000000 at 234 Hispanola Rd, Key Largo, FL

Property Information

Parcel #	00450250-000000	Owner	Lester G & Linda A Day
Alternate Key	1549886	Owner Address	234 Hispanola Rd Tavernier, FL 33070
Land/Bldg	I (Improved)	Key/Island	Key Largo
Legal Desc	BK 9 LT 18 HARRIS OCEAN PK ESTATES FIRST ADDN KEY LARGO PB4-139 OR514-583 OR796-614 OR904-1146 OR1061-2460(JB) OR1068-22	Township	62
Legal Desc cont	67C(JB) OR1165-152(JB) OR1331-2293(CMS) OR1649-2196Q/C(CMS)	Section	26
Taxing District	500P	Taxes Paid	877.86
Range	38	Total FLA	918
Subdivision	Harris Ocean Park	Mile Marker	93
Property Class Desc	SINGLE FAMILY	Neighborhood Code	1675
Total # of Bldgs	1	Year Built	1984
Market	UK23	Affordable Housing	No
EX Flag	HX	RE#1	450250

Land Use Information

Land Use Code	010D	Depth	102
Land Use Desc	RESIDENTIAL DRY	Frontage	50
Land Area	5,100	Type of area	SF

Last Sale Information

Sale Date	3/27/2001	Sale Price	139,000
OR Book	1684	OR Page	2188
Recording Instr	WD	Sale Qualification	Q

Last Value Information

Tax Roll Year	2007	Building Value	165,417
Misc Value	719	Land Value	112,200
Just Value	278,336	Assessed Value	138,263
Exempt Value	25,000	Taxable Value	113,263

Special Use

Owner Name Day Lester G & Linda A

Addl Owner Information

Owner Name	Role
DAY LESTER G & LINDA A,	Owner

Addl Sales History

Sale Date	Sale Price	OR Book Nbr	OR Page Nbr	Vac./Improved	Recording Inst	Sale Qualification
11/1/1994	81,500.00	1331	2293	I	WD	Q
3/1/1991	75,500.00	1165	152	I	WD	Q
8/1/1988	65,000.00	1061	2460	I	WD	Q
2/1/1984	58,000.00	904	1146	V	WD	Q
8/1/1979	6,000.00	796	614	V	00	Q

Addl Value History

Tax Roll Year	Building	Misc Impv	Land	Just	Assessed	Exempt	Taxable	Taxes Paid	Land/Bldg
2006	134,608.00	752.00	153,000.00	288,360.00	134,891.00	25,000.00	109,891.00	954.90	Improved

PLAINTIFF'S EXHIBIT 3

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2005	145,376.00	777.00	102,000.00	248,153.00	130,962.00	25,000.00	105,962.00	920.76	Improved
2004	119,404.00	802.00	72,675.00	192,881.00	127,148.00	25,000.00	102,148.00	887.62	Improved
2003	74,738.00	850.00	49,725.00	125,313.00	124,778.00	25,000.00	99,778.00	867.02	Improved
2002	105,659.00	895.00	15,300.00	121,854.00	121,854.00	25,000.00	96,854.00	841.61	Improved
2001	96,655.00	934.00	9,180.00	106,769.00	76,046.00	25,000.00	51,046.00	443.56	Improved
2000	66,051.00	131.00	7,650.00	73,832.00	73,832.00	25,000.00	48,832.00	424.33	Improved
1999	66,051.00	141.00	7,650.00	73,842.00	73,071.00	25,000.00	48,071.00	417.71	Improved
1998	64,127.00	144.00	7,650.00	71,921.00	71,921.00	25,000.00	46,921.00	407.72	Improved
1997	64,127.00	151.00	7,650.00	71,928.00	71,928.00	25,000.00	46,928.00	407.78	Improved
1996	64,127.00	161.00	7,650.00	71,938.00	71,938.00	25,000.00	46,938.00	407.87	Improved
1995	64,127.00	168.00	7,650.00	71,945.00	71,945.00	25,000.00	46,945.00	407.93	Improved
1994	53,439.00		8,670.00	62,109.00	62,109.00		62,109.00	539.70	Improved
1993	53,439.00		8,670.00	62,109.00	62,109.00		62,109.00	539.70	Improved
1992	53,439.00		8,670.00	62,109.00	62,109.00		62,109.00	539.70	Improved
1991	46,750.00		8,670.00	55,420.00	55,420.00	25,000.00	30,420.00	264.33	Unimproved
1990	46,750.00		8,670.00	55,420.00	55,420.00	25,000.00	30,420.00	264.33	Unimproved
1989	46,750.00		8,160.00	54,910.00	54,910.00	25,000.00	29,910.00	259.90	Unimproved
1988	41,185.00		8,160.00	49,345.00	49,345.00		49,345.00	428.78	Unimproved
1987	40,757.00		8,160.00	48,917.00	48,917.00		48,917.00	425.06	Unimproved
1986	40,952.00		8,160.00	49,112.00	49,112.00		49,112.00	426.76	Unimproved
1985	39,630.00		8,160.00	47,790.00	47,790.00		47,790.00	415.27	Unimproved
1984			8,160.00	8,160.00	8,160.00		8,160.00	70.91	Unimproved
1983			8,575.00	8,575.00	8,575.00		8,575.00	74.51	Unimproved
1982			8,575.00	8,575.00	8,575.00		8,575.00	74.51	Unimproved

Building Details for Building # 1

Alternate Key	# Bedrms	# 2 Fixt Bath	# 3 Fixt Bath	# 4 Fixt Bath	# 5 Fixt Bath	# 6 Fixt Bath	# 7 Fixt Bath	# Bath Ex. Fixt
1549886	2.00							
Dishwasher	**Vacuum**	**Intercom**	**Security Sys**	**Fireplaces**	**Garbage Disp**	**Compactor**	**Grnd Floor Area**	**Perimeter**
							918.00	122.00
Imprv Type	**Inclusions**	**Econ. Obsol.**	**Eff. Age**	**Funct. Obsol.**	**Depreciation %**	**Quality Grade**	**Roof Type**	**Roof Cover**
R1	R1 includes 1 3-fixture bath and 1 kitchen.		18.00		25.00	500	GABLE/HIP	ASPHALT SHINGL
Commercial	**Heat Method1**	**Heat Method2**	**Heat Source1**	**Heat Source2**	**Foundation**	**Arch**	**Year Built**	**Condition**
R	NONE	NONE	NONE	NONE	CONC PILINGS	0	1984	G

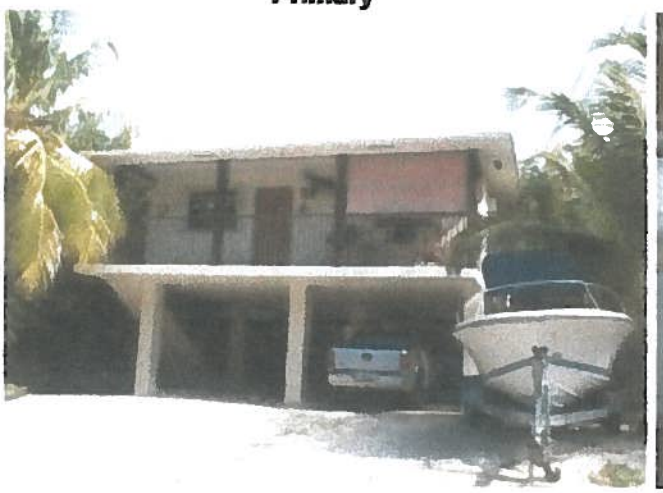
Building Section Details

Section Nbr	Section Type	Ext Wall Type	Nbr of Stories	Attic	A/C	Basement %	Fin Basement %	Area (sqft)
1	CPF	5:C.B.S.	1.00	N	Y			918
2	CPU	5:C.B.S.	1.00	N	Y			264
3	OPU	5:C.B.S.	1.00	N	Y			15
4	FLA	5:C.B.S.	1.00	N	Y			918
5	OPX	5:C.B.S.	1.00	N	Y			135
6	OUF	5:C.B.S.	1.00	N	Y			156
7	EPB	5:C.B.S.	1.00	N	Y			108
8	OUF	5:C.B.S.	1.00	N	Y			12

Tax records last updated June 23,2008
Information is deemed to be reliable, but is not guaranteed. See copyright notice.

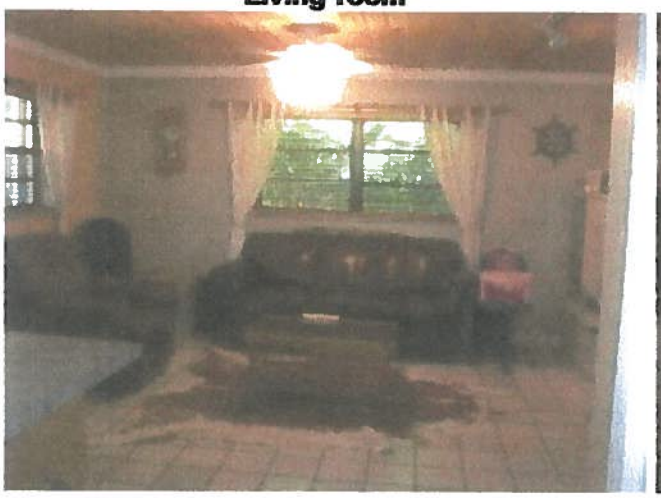
Photo sheet **234 Hispanola Rd Key Largo, FL 33070**

Primary



Newly remodeled kitchen

Living room

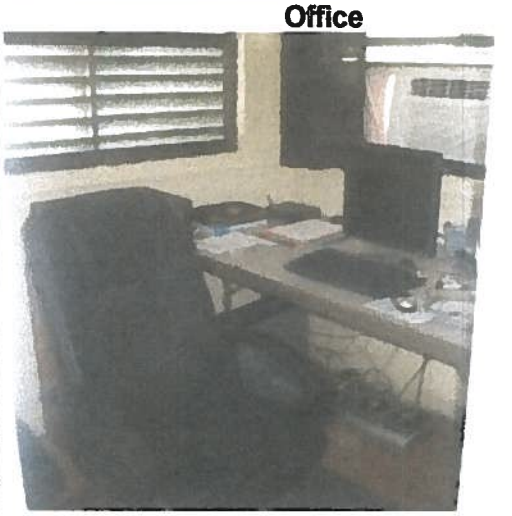


Dining area

Window knocked Down & Door put in For add-on office 10/9/01 MD

Master bedroom

Office



Balcony off of master bedroom and office

PLAINTIFF'S EXHIBIT 3

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Front porch

Guest quarters

Guest room

Guest room

Jacuzzi

Outside bar

Private backyard

PLAINTIFF'S EXHIBIT
3
7 of 8

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Side view of yard

PLAINTIFF'S EXHIBIT
3
9 of 9

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MONROE COUNTY CODE ENFORCEMENT
NOTICE OF VIOLATION/NOTICE OF HEARING

TO: DAY LESTER G & LINDA A
234 HISPANOLA RD
TAVERNIER, FL 33070

CASE NUMBER: CE08030073

RE NUMBER: 00450250000000
LOCATION : 234 HISPANOLA RD HARRY HARRIS
TAVERNIER, FL 33070

DEAR PROPERTY OWNER / TENANT,

You are hereby notified that an inspection of the above referenced property on 6-24-08 found violations of the following Monroe County Section(s):

9.5-111(1)
PERMITS, APPROVALS AND INSPECTIONS ARE REQUIRED FOR THE NEW METAL ROOF, ADDITION, GUEST HOUSE, JACUZZI AND STRUCTURE OVER IT.

Corrective Action Required:
Contact the Monroe County Building and Planning Department and obtain an after the fact permit or remove as directed. NOTE: All permit fees and permit requirements are based on the specific scope of work. Additional permits, permit fees, mitigation fees, or restoration of the property to original condition may be required. The minimum fee for an After The Fact permit is $500.00 (five hundred dollars) as per Monroe County Code Section 6-29(a)(1). All permits will require final inspection(s).

9.5-281
ALL STRUCTURES CONSTRUCTED MUST MEET THE SETBACK REQUIREMENTS FOR YOUR PROPERTY.

Corrective Action Required:
Please contact the Monroe County Planning Department to obtain a variance or remove as directed.

O AVOID FINES AND/OR COSTS OF prosecution as per Chapter 162 F.S.
ll violations noted above must be corrected by 11/21/2008

IS YOUR RESPONSIBILITY TO CALL YOUR INSPECTOR AND REQUEST A INSPECTION. If you fail to correct the above described violation(s) by e above date, or if you wish to contest the alleged violation(s), you must ear before the Special Magistrate as stated below.

** NOTICE OF ADMINISTRATIVE HEARING **

ASE TAKE NOTICE that a Public Hearing will be conducted by the Special istrate in the above case on 12/04/2008 at 10:00 AM at the roe County Government Regional Center, 2798 Overseas Hwy., Marathon, ida. The purpose of this hearing is to determine if in fact, a viola- currently exists, the appropriate action to be taken, and any fines or lties to be imposed. YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR LTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED ON YOUR PROPERTY may appear in person and/or be represented by an attorney. If you are esented by an attorney, your attorney is required to file a written

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notice of appearance with this office prior to the hearing.

*IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based.

Should you seek a continuance of your administrative hearing, the presiding officer may grant a continuance of a hearing for good cause shown. Except in cases of emergency, requests for continuance must be made at least FIVE DAYS prior to the date noticed for the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing. Contact the office of the Liaison for the Special Magistrate to submit your request.

Pursuant to F.S. Chapter 162.09(2)(d), your failure to correct the violation(s) may result in the impositon of a fine, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1).

Date: 10/21/08

WHITE, ALAN
Code Enforcement Inspector

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified mail, Return receipt Request No. 7007 0710 0001 3721 1548

Grace Reeder
Code Enforcement Department

Please contact your inspector at the appropriate
Lower Keys: 1100 Simonton St., (Rm. 1-171),
Key West, FL 33040 - (305)292-4495
Middle Keys: 2798 Overseas Hwy.
Marathon, FL 33050 - (305)289-2810
✓ Upper Keys: 88820 Overseas Hwy.Tavernier, FL 33070 (305)852-7135

If you are a person with a disability who needs any accommodation in order to participate, you are entitled, at no extra cost to you, to the provision of certain assistance. Please contact this office at (305)289-2509 within 2 days of your receipt of this notice. If you are hearing impared, please call 711.

Monroe County Code Enforcement
Office of the Liaison
2798 Overseas Hwy.
Marathon, FL 33050
Phone: (305)289-2509
(305)289-2858

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE

MONROE COUNTY CODE ENFORCEMENT
SPECIAL MAGISTRATE

Monroe County Code Enforcement
Petitioner

vs. Case Number CE08030073

Respondent(s)

LESTER G AND LINDA A DAY.

STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES

In the matter of:
RE- 00450250.000000

LESTER G AND LINDA A DAY (Hereinafter referred to jointly and severally as "Respondent(s)") and Monroe County Code Enforcement ("Petitioner"), by and through the undersigned individuals, hereby agree and stipulate to the following:

1. Respondent(s) agrees that I/we received the Notice of Hearing issued in this case, and that a hearing is scheduled to be heard on **DECEMBER, 4TH** to determine whether the charges alleged in the Notice of Violation and Notice of Hearing are accurate and supported by substantial evidence ("Hearing").

2. Respondent(s) agrees that the violation(s) exist as alleged in the Notice of Violation which was served in this matter.

3. Respondent(s) understands that he/she could appear at the Hearing and contest any evidence to be submitted by Code Enforcement. However, by entering into this Stipulation, Respondent(s) understands and agrees that:

(a) He/she need not appear at the Hearing, but instead, stipulates to entry of the finding against Respondent(s); and

(b) Any evidence in the Code Enforcement file will be deemed the record in the case; and

(c) He or she waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

4. The parties agree that a further status/review hearing will be held at **MAY, 28TH 2009** to determine whether the property has been brought into compliance. The property will be checked for compliance on **MAY, 21ST 2009.**

5. The parties agree that the Special Magistrate may impose costs of prosecution pursuant to Section 162.09(2) (d), Florida Statutes, and Monroe County Code section 6.3-5.

6. The parties (a) agree to a fine of $50.00 that shall accrue daily and may be imposed against the Respondent(s) and recorded as a lien against the property and upon any other real or personal property owned by the violator if the property is not brought into compliance within the time specified in paragraph 4.

7. The Respondent(s) understands that if the Respondent(s) fails to comply within the time given, the fine(s) shall accrue each day the violation(s) remain as follows.

9.5-111 (1) $50.00 per day.

The parties understand and agree that the Respondent(s) may revoke this Stipulation at any time prior to the Hearing by the Special Magistrate in this case. Such revocation must be done in writing or done in person when the Special Magistrate is hearing Respondent(s)'s case **MAY, 28TH 2009.**

8. Respondent(s) agrees and represents that Respondent(s) entered into this Stipulation of the Respondent(s)'s own free will. Respondent(s) further understands and agrees that he/she has the right to consult with counsel prior to signing this Stipulation, and has done so or has elected to waive this right.

By signing this Stipulation, both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Lester G. Day
Signature of Respondent(s) / Date

Lester G. Day
Print Name

STATE OF MS
COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Lester G. Day
who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this
27 day of Nov 2008

Notary Public

My commission expires 7-4 2009

Notary Public State of Mississippi At Large
My Commission Expires: July 4, 2009
Bonded Thru Holden, Brooks & Garland, Inc.

Linda A. Day
Signature of Respondent(s) / Date

Linda A. Day
Print Name

STATE OF MS
COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Linda A. Day
who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this
27 day of Nov 2008

Notary Public

My commission expires 7-4 2009

Notary Public State of Mississippi At Large
My Commission Expires: July 4, 2009
Bonded Thru Holden, Brooks & Garland, Inc.

Allen J. White 11/26/08
Allen J. White

Print name

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
LARRY J. SARTIN
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. LESTER G. and LINDA A. DAY, Respondents.	)	Doc# 1751564 07/21/2009 9:16AM Filed & Recorded in Official Records of MONROE COUNTY DANNY L. KOLHAGE Case No. CE08030073 Doc# 1751564 Bk# 2423 Pg# 1332

ORDER IMPOSING PENALTY AND AUTHORIZING RECORDING LIEN

This case was heard at public hearing before the Code Enforcement Special Magistrate on May 28, 2009, at the Monroe County Government Regional Center, located at 2798 Overseas Highway, Marathon, Florida. The Special Magistrate fully considered the evidence presented at hearing, including testimony of witnesses under oath.

1. The Respondents are the owners of record of property located at:

BK 9 LT 18 HARRIS OCEAN PK ESTATES FIRST ADDN KEY LARGO. (RE#: 00450250-000000).

2. On December 4, 2008, a Stipulation to Code Violation and for Time to Comply for First Time Offenses finding Respondent in violation of Sections 9.5-111(1) and 9.5-281 of the Monroe County Code, was entered.

3. The Respondents were ordered to correct the Code violations by May 21, 2009 (hereinafter referred to as the "Compliance Date"), and were informed that failure to do so could result in the imposition of a fine for each Code violation and for each day after the Compliance Date that Respondents were in violation.

4. Respondents were also ordered to pay the costs of the prosecution and investigation of this matter.

5. As of the May 28, 2009, Respondents had not corrected the Code violations.

Therefore it is

ORDERED:

1. Respondents shall pay to Monroe County, Florida, a fine in the amount of $ 25.00 (TWENTY FIVE DOLLARS) for each Code violation, for each day a violation remains uncorrected beginning May 22, 2009 and the costs of the prosecution and investigation of this matter; and

2. MONROE COUNTY MAY RECORD A CERTIFIED COPY OF THIS ORDER IN THE PUBLIC RECORDS, WHICH SHALL THEREAFTER CONSTITUTE A LIEN AGAINST THE LAND ON WHICH THE VIOLATIONS EXIST AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY RESPONDENTS.

DONE AND ORDERED at the Division of Administrative Hearing, Tallahassee, Florida, this 4th day of June, 2009.

Larry J. Sartin
Code Enforcement Special Magistrate

I HEREBY CERTIFY that a true and correct copy of the above has been furnished to the Respondents via first class mail at 234 Hispanola Rd, Tavernier, FL 33070 this 5th day of June, 2009.

Nicole Petrick
Code Enforcement Liaison

NOTICE OF RIGHT TO JUDICIAL REVIEW

Any aggrieved party, including Monroe County, may have appellate rights with regard to this Order pursuant to Section 162.11, Florida Statutes. Any such appeal will be limited to appellate review of the record created before the Special Magistrate. Any appeal must be filed with the Circuit Court within 30 days of the date of the execution of this Order.

MONROE COUNTY
OFFICIAL RECORDS

A

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

BOARD OF COUNTY COMMISSIONERS
Mayor Sylvia J. Murphy, District 5
Mayor Pro Tem Heather Carruthers, District 3
Kim Wigington, District 1
George Neugent, District 2
Mario Di Gennaro, District 4

Suzanne A. Hutton, County Attorney**
Robert B. Shillinger, Chief Assistant County Attorney **
Pedro J. Mercado, Assistant County Attorney
Susan M. Grimsley, Assistant County Attorney **
Natileene W. Cassel, Assistant County Attorney
Cynthia L. Hall, Assistant County Attorney
Christine Limbert-Barrows, Assistant County Attorney
Derek V. Howard, Assistant County Attorney
Lisa Granger, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 – Phone
(305) 292-3516 – Fax

Lester G & Linda A Day
1390 Stubbs Rd
Terry MS 39170

Subject: Code Enforcement Case: CE08030073

Dear Lester G & Linda A Day

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code enforcement action. Additionally our records indicate that the violation(s) remain. Please take note that the fines will continue to run in the amount of $50.00 per day until the property comes into compliance.

The current amount of the Code Enforcement Lien is $25,946.27. The lien was recorded in the Official Records of Monroe County on July 21, 2009 at Document 1751564, Book 2423, Page(s) 1332-1333. This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance **and** remitting payment in full to Monroe County Code Enforcement Dept., 2798 Overseas Highway, Suite 330 (Attention: Nicole Petrick), Marathon, Florida 33050. Within 30 days of the date of compliance and clearance of the payment in full, the County will provide a release and satisfaction of said lien to you. It is then your responsibility to record the release and satisfaction in the Monroe County Clerk of Courts.

If the property does not gain compliance and the County does not receive payment in full within fourteen (14) days of the date of this letter, a collection foreclosure action will begin against you.

Very truly yours,

Lisa Granger

LISA GRANGER, ESQUIRE
ASSISTANT COUNTY ATTORNEY
11-1-2010

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BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO. CE08030073**
	)	
LESTER G DAY and	)	
LINDA A DAY,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE COLLECTION PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Enforcement Special Magistrate, pursuant to F.S. 162.09(3), to authorize collection proceedings on the Code Enforcement Order/Lien in this case, which was recorded in the Official Records of Monroe County on July 21, 2009 at Document 1751564, Book 2423, Page(s) 1332-1333 on the property that was the subject of the code enforcement action described as: 234 Hispanola Road, Tavernier, Monroe County, Florida, RE# 00450250-000000, **and** upon any and all other real and/or personal property you own.

This motion will be considered on March 31, 2011 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Lisa Granger
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 319610

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day March, 2011, a copy of the foregoing was furnished to Respondent via first class U.S. Mail to 1390 Stubbs Road, Terry MS 39170.

Lisa Granger
Assistant County Attorney

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

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BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,	)	
	)	
Petitioner,	)	
vs.	)	Case No. CE08030073
	)	
LESTER G DAY and	)	
LINDA A DAY,	)	
	)	
Respondent.	)	
	)	

ORDER AUTHORIZING FORECLOSURE

A Order Imposing Penalty was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 31ST day of March, 2011, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative n/a on this 5TH day of April, 2011.

Nicole M. Petrick, Liaison

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1549886 **Parcel ID:** 00450250-000000

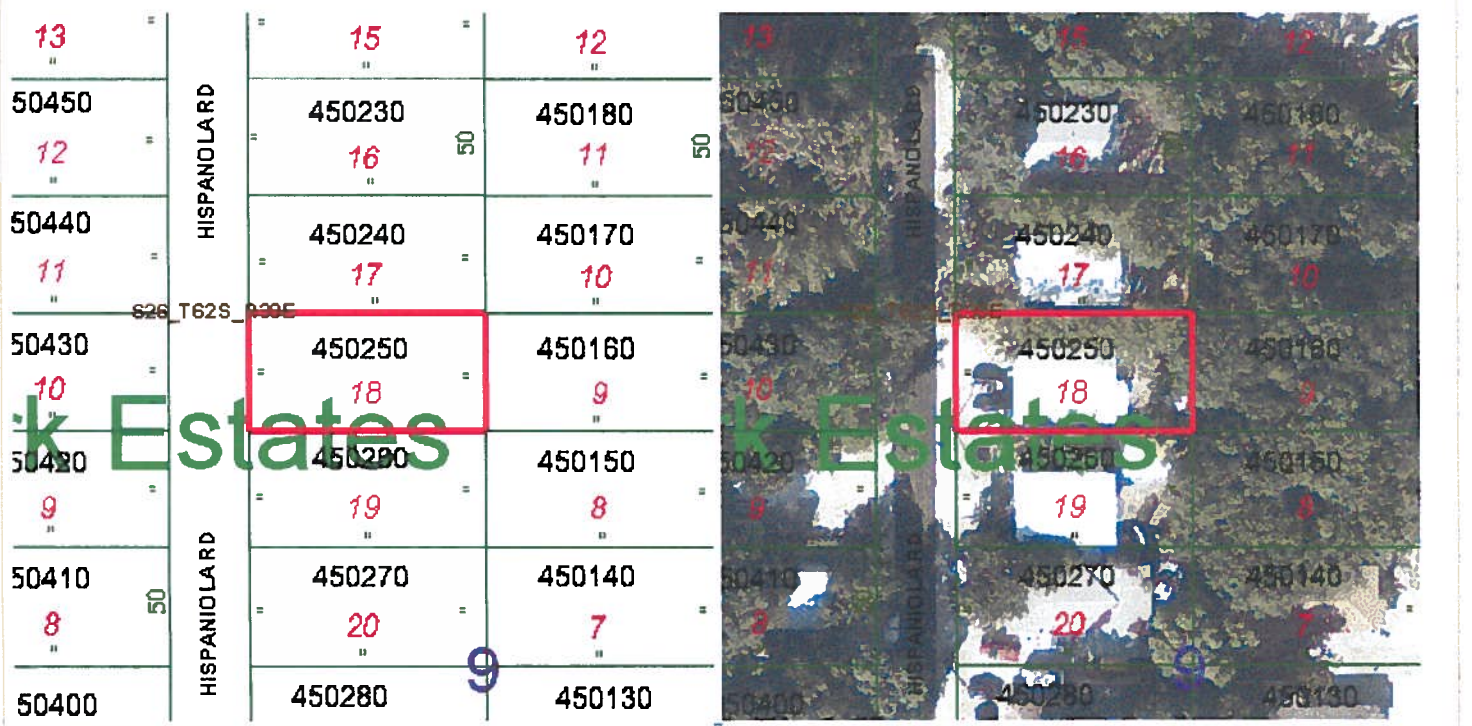
Ownership Details

Mailing Address:
DAY LESTER G AND LINDA A
1390 STUBBS RD
TERRY, MS 39170

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 500P
Affordable Housing: No
Section-Township-Range: 26-62-38
Property Location: 234 HISPANOLA RD KEY LARGO
Subdivision: HARRIS OCEAN PARK ESTATES 1ST ADD
Legal Description: BK 9 LT 18 HARRIS OCEAN PK ESTATES FIRST ADDN KEY LARGO PB4-139 OR514-583 OR796-614 OR904-1146 OR1061-2460 OR1068-2267C OR1165-152 OR1331-2293 OR1649-2196Q/C OR1684-2188

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	50	102	5,100.00 SF

Building Summary

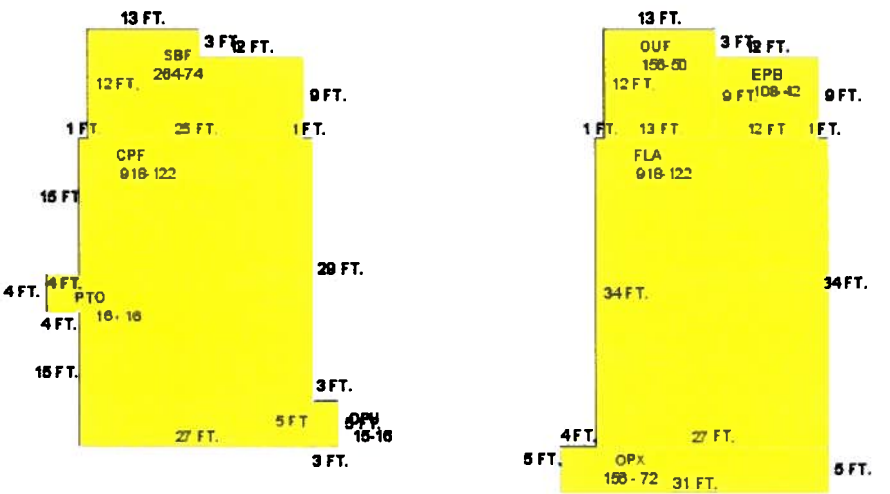
Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 918
Year Built: 1984

Building 1 Details

Building Type R1 **Condition** A **Quality Grade** 500
Effective Age 20 **Perimeter** 122 **Depreciation %** 27
Year Built 1984 **Special Arch** 0 **Grnd Floor Area** 918
Functional Obs 0 **Economic Obs** 0

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.
Roof Type GABLE/HIP **Roof Cover** METAL **Foundation** CONC PILINGS
Heat 1 NONE **Heat 2** NONE **Bedrooms** 2
Heat Src 1 NONE **Heat Src 2** NONE
Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	PTO		1	1984					16

2	OPX		1	1984					156
3	SBF	5:C.B.S.	1	1984					264
4	CPF		1	1984			0.00	0.00	918
5	OPU		1	1984			0.00	0.00	15
6	FLA	5:C.B.S.	1	1984		Y	0.00	0.00	918
7	OUF		1	1984			0.00	0.00	156
8	EPB	5:C.B.S.	1	1984	N	Y	0.00	0.00	108

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	UB3:LC UTIL BLDG	80 SF	8	10	1985	1986	3	30
2	FN2:FENCES	140 SF	20	7	1995	1996	5	30

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	116,819	827	56,740	174,386	174,386	0	174,386
2014	111,507	752	80,791	193,050	190,396	0	193,050
2013	100,679	595	71,814	173,088	173,088	0	173,088
2012	111,728	633	51,250	163,611	163,310	0	163,611
2011	111,935	661	35,868	148,464	148,464	0	148,464
2010	120,622	689	51,000	172,311	146,402	25,000	121,402
2009	118,539	727	85,935	205,201	142,553	25,000	117,553
2008	123,525	755	104,550	228,830	142,411	25,000	117,411
2007	165,417	719	112,200	278,336	138,263	25,000	113,263
2006	134,608	752	153,000	288,360	134,891	25,000	109,891
2005	145,376	777	102,000	248,153	130,962	25,000	105,962
2004	119,404	802	72,675	192,881	127,148	25,000	102,148
2003	74,738	850	49,725	125,313	124,778	25,000	99,778
2002	105,659	895	15,300	121,854	121,854	25,000	96,854
2001	96,655	934	9,180	106,769	76,046	25,000	51,046
2000	66,051	131	7,650	73,832	73,832	25,000	48,832
1999	66,051	141	7,650	73,842	73,071	25,000	48,071
1998	64,127	144	7,650	71,921	71,921	25,000	46,921
1997	64,127	151	7,650	71,928	71,928	25,000	46,928
1996	64,127	161	7,650	71,938	71,938	25,000	46,938
1995	64,127	168	7,650	71,945	71,945	25,000	46,945
1994	53,439	0	8,670	62,109	62,109	0	62,109
1993	53,439	0	8,670	62,109	62,109	0	62,109
1992	53,439	0	8,670	62,109	62,109	0	62,109
1991	46,750	0	8,670	55,420	55,420	25,000	30,420
1990	46,750	0	8,670	55,420	55,420	25,000	30,420

25

1989	46,750	0	8,160	54,910	54,910	25,000	29,910
1988	41,185	0	8,160	49,345	49,345	0	49,345
1987	40,757	0	8,160	48,917	48,917	0	48,917
1986	40,952	0	8,160	49,112	49,112	0	49,112
1985	39,630	0	8,160	47,790	47,790	0	47,790
1984	0	0	8,160	8,160	8,160	0	8,160
1983	0	0	8,575	8,575	8,575	0	8,575
1982	0	0	8,575	8,575	8,575	0	8,575

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
3/27/2001	1684 / 2188	139,000	WD	Q
11/1/1994	1331 / 2293	81,500	WD	Q
3/1/1991	1165 / 152	75,500	WD	Q
8/1/1988	1061 / 2460	65,000	WD	Q
2/1/1984	904 / 1146	58,000	WD	Q
8/1/1979	796 / 614	6,000	00	Q

This page has been visited 130,441 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

Code Enforcement Fines - MONROE COUNTY **** LIVE ****

File Edit Actions Details Links Help

Case Information

Case Number	CE08030073	Origination	3 - LETTER
RE	00450250000000	Board	SM - SPECIAL MAGISTRATE
Address	234 HISPANOLA RD HARRY HARRIS	Total Fines	124100.00000

Ordinance	Date Ordered	Comply By	Fine Start	Daily Fine	Settle Amount	Paid Amount
9.5-111(1)	12/04/2008	05/21/2009	05/22/2009	25.00000	0.00	0.00

Fine Details

Ordinance Code	9.5-111(1)	☑ Continuous	
Date Ordered	12/04/2008	Comply By	05/21/2009
Fine Start	05/22/2009	Daily Fine	25.00000
Number of Days	2482	Suspended Days	0
Current Fine	62050.00	Complied Date	
Settle Amount	0.00	Settle Date	
Amount Paid	0.00	Date Paid	

Print 3/8/16
KW

Suspended Days

Stop Date	Restart Date

Suspend Days

Monroe County eGovPLUS

CODE ENFORCEMENT DETAIL

Case Number	CE08030073	Tenant	
Case Date	03-10-2008	Add Info	7007 0710 0001 3721 1548
Origination	3 - LETTER	Status	L - LIEN CREATED
Operator	reedere	Officer	KW

PROPERTY ON CASE

RE	00450250000000	Owner	DAY LESTER G AND LINDA A
Property Address	234 HISPANOLA RD HARRY HARRIS	Owner Address	1390 STUBBS ROAD
City/State/Zip	TAVERNIER FL 33070	City/State/Zip	TERRY MS 39170
		Phone	

CASE DESCRIPTION

NO PERMIT FOUND FOR THE BLDG OF SMALL HOUSE/CABANA
AT THE BACK OF THE PROPERTY; THERE IS A BATHROOM
AND BEDROOM IN IT THAT WAS ADDED TO OWNERS HOME.
A DECK WAS ALSO BUILT.
***
ORIGINAL INSPECTOR - INSP WHITE.

COMPLAINT CODE(S)

1: XXX-NO PERMIT

VIOLATION CODE(S)

1: 9.5-111(1) -- BUILDING PERMIT REQUIRED
2: 9.5-281 -- MINIMUM YARDS (SETBACKS)

NOTES

2008-10-09 15:41:54	10/9/08 RECIEVED COPY OF PROPERTY
	LISTING #544024 FROM COMPLAINTANT.
2010-10-19 16:35:15	NEW MAILING ADDRESS ON PRC:
	1390 STUBBS RD
	TERRY MS 39170
2010-10-19 17:27:58	
	TOWITS:
	PERMITS, APPROVALS AND INSPECTIONS ARE REQUIRED FOR THE
	NEW METAL ROOF, ADDITION, GUEST HOUSE, JACUZZI AND
	STRUCTURE OVER IT.
	AND
	ALL STRUCTURES CONSTRUCTED MUST MEET THE SETBACK
	REQUIREMENTS FOR YOUR PROPERTY;
2011-02-22 16:49:23	CITATION TO CONTRACTOR FOR ROOF PORTION - CE09070001

INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
03-08-2016	11:27:47	CASE HEARD BEFORE BOCC	SCHEDULING
03-08-2016	11:26:53	REINSPECTION	RESEARCH REVEALS NO PERMITS FOR UNPERMITTED ITEM FOR AFTER THE FACT OR DEMO. THEREFORE BOTH VIOLATIONS REMAIN.
03-03-2016	11:10:23	COMMENT CODE	

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			KAT RECEIVED EMAIL FROM LAURIE THAT BANK FORECLOSURE WAS DISMISSED AND PO REMAIN THE SAME.
11-09-2013	14:23:35	COMMENT CODE	ORIGINAL FILE IN CA OFFICE IN MTH FILED BY MONTH OF LIEN - JULY 2009. RESEARCH REVEALS NO LONGER HOMESTEAD BUT NOW LIS PENDENS FILED BY JP MORGAN CHASE ON 7-5-2012.
04-07-2011	12:18:35	COMMENT CODE	PREPARED BOCC AGENDA ITEM, PASSED TO LISA. (LOOKS LIKE IT IS HOMESTEADED).
03-31-2011	15:02:16	SM OR CEB ORDER	ORDER AUTHORIZING FORCLOSURE APPROVED AND SIGNED BY SM TODAY.
03-31-2011	12:17:26	INSPECTORS HEARING NOTES	SM ORDER AUTHORIZING FORECLOSURE BY COUNTY
03-02-2011	11:26:41	COMMENT CODE	NOTICE OF MOTION TO AUTHORIZE COLLECTION PROCEEDINGS AND NOTICE OF HEARING FOR 03/31/11 MAILED TO PO BY LIAISON TODAY.
02-23-2011	08:54:06	COMMENT CODE	PREPARED MOTION FOR COLLECTION FOR MARCH 2011.
11-01-2010	16:22:55	LETTER NON-PAYMENT/COMPLIANCE	MAILED DEMAND LTR. 50.00 PER DAY RUNNING. COSTS TO DATE = 196.27 FINES TO DATE = 25750.00
10-19-2010	17:03:01	COMMENT CODE	PREPARED DEMAND LTR, PASSED TO LISA
09-01-2009	09:27:38	COMMENT CODE	ORIGINAL FILE IN CA OFFICE IN MTH FILED BY MONTH OF LIEN - JULY 2009.
07-21-2009	09:24:55	ORDER SENT TO MCCO FOR REC	ORDER IMPOSING PENALTY AND AUTH RECORDING OF LIEN RECORDED WITH THE CLERK'S OFFICE. DOC# 1751564 BOOK 2423 PAGES 1332-1333.
06-02-2009	11:08:44	COMMENT CODE	ADDED FINE ON 9.5-111(1) START DATE: 05/22/09 FINE AMT: 25.00
06-02-2009	11:08:44	COMMENT CODE	ADDED FINE ON 9.5-281 START DATE: 05/22/09 FINE AMT: 25.00
05-28-2009	22:02:07	LIEN ORDER RECORDED MCCO	ORDER IMPOSING PENALTY AND AUTHORIZING RECORDING OF LIEN.
05-23-2009	15:21:13	COMMENT CODE	STIP WAS SIGNED BY PROPERTY OWNER ON 11/27/2008. PROPERTY OWNER WAS GIVEN UNTIL MAY, 21ST 2009 TO CORRECT VIOLATIONS. AS OF 5/21/2009 VIOLATIONS REMAIN.
12-04-2008	14:18:12	SET FOR HEARING	
12-04-2008	10:30:44	STIPULATION AGRMT. SIGNED	STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES SIGNED 11/26/08. FINES IN THE AMOUNT OF $50.00 PER DAY IF NOT COMPLIANT BY 05/21/09 AND HEARING SET FOR 05/28/09.
11-26-2008	16:10:17	SENT TO DIRECTOR FOR REVIEW	SENT TO DIRECTOR FOR HEARING REVIEW
11-26-2008	16:10:04	COMMENT CODE	PREPARE FOR SM/SENT TO ADMIN
11-12-2008	16:07:07	XXXNOV CERTIFIED RETURNED	CERTIFIED RECPT RET'D - UNCLAIMED 7007 0710 0001 3721 1548
10-21-2008	09:14:46	COMMENT CODE	NO PERMITS FOUND FOR THIS PERMIT AS OF THIS DATE
10-21-2008	09:06:16	NOTICE OF VIOLATION/HEARING	NOTICE OF VIOLATION/HEARING SENT TO PROPERTY OWNER SM HRNG 12/4/08
10-17-2008	09:05:24	REASSIGN INSPECTOR	REASSIGNED FM B CORCORAN TO A WHITE
06-27-2008	10:39:33	MAKE VIOLATION	MAKEVIO RECORDED PEACOCKV
06-24-2008	15:22:40	STOP WORK ORDER	INSP WHITE HUNG RED TAG
06-24-2008	11:08:33	INITIAL INSPECTION TYPE	TOOK PHOTOS OF ROOF DECK AND OUTDOOR STRUCTURES
03-10-2008	09:13:04	CREATE A CASE	COMPLAINT RECORDED BY REEDERE

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BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016 | Department: Planning & Environmental Resources
Bulk Item: Yes ___ No _X_ | Staff Contact Person/Phone #: Mayté Santamaria 289-2562
Emily Schemper 289-2506

AGENDA ITEM WORDING: A public hearing to consider a request for a Beneficial Use Determination, and the recommendations of the special magistrate, for property legally described as Block 9, Lot 1, Section 3, Bay Haven Subdivision (PB2-41), Key Largo, approximate Mile Marker 94.5, having Real Estate Number 00517650.000000, as requested by property owners, Scott and Toni Beauchamp.

ITEM BACKGROUND: Property owners Scott and Toni Beauchamp ("Applicants") have requested a Beneficial Use Determination (BUD) for a vacant parcel of land within Bay Haven Subdivision, Section 3, in Key Largo. The Applicants are asserting that the adoption of the Monroe County Land Use District Map, which designated the subject parcel as part of a Suburban Residential (SR) land use district, constitutes a taking of the landowners' property. The property contains 0.19 acres of upland (8,276 SF), which is not enough upland to meet the maximum density or maximum net density requirements for a single dwelling unit within an SR land use district, per Monroe County Code (MCC) §130-157.

Pursuant to the procedural requirements of the BUD Ordinance (MCC §102-102 through §102-110), the application was the subject of a hearing before a special magistrate on May 23, 2014 (see Exhibit 1: staff report prepared for the special magistrate). The special magistrate has issued a recommended order (see Exhibit 2), and has "recommended that the Board of County Commissioners deny Petitioners' application for relief under the BUD Ordinance."

Pursuant to MCC §102-108, "the board shall set the matter for a public hearing….the applicant shall be provided an opportunity to be heard prior to the decision of the board. The recommendation of the special magistrate is not binding on the board. At the hearing, the board, by resolution, shall approve, modify, reverse, or approve with conditions, the recommendations of the special magistrate, based on the standards of sections 102-109 and 102-110."

Sec. 102-109. - Beneficial use standards.

(a) Standard.

In furtherance of the purpose and intent of this division, and consistent with Policy 101.18.5 of the comprehensive plan, relief under this division may be granted where a court of competent jurisdiction likely would determine that a final action by the county has caused a taking of property and a judicial finding of liability would not be precluded by a cognizable defense, including lack of investment-backed expectations, statutes of limitation, laches, or other preclusions to relief. Whether such liability, at the time of application under this division, is likely to be established by a court should be determined based on applicable statutory and case law at the time an application is considered under this division.

(b) Burden.

The applicant shall have the burden of showing that relief under this division is appropriate.

Sec. 102-110. - Granting of relief.

(a) General.

If the board determines that relief is appropriate under this division, relief may be granted, as provided in this section and consistent with the comprehensive plan.

(b) Forms of relief.

In order to avoid an unconstitutional result and to provide a landowner with an economically viable use of property pursuant to this division, the special magistrate may recommend and the board may allow for additional uses, density, or relief beyond that allowed by a literal application of the land development regulations or comprehensive plan on the particular property, which may include:

(1) Redesignation of the property on the land use map or future land use map;

(2) Permits for development despite the literal application of the land development regulations and comprehensive plan, although permits issued pursuant to this section shall be subject to applicable construction deadlines and expiration dates under chapter 6;

(3) Transferable development rights (TDRs);

(4) Eligibility for dedication of the property pursuant to section 138-28(5);

(5) Repeal or amendment of the land development regulation or comprehensive plan policy affecting the subject property;

(6) Any other economically beneficial use of the property or relief the board determines appropriate and adequate under section 102-109 and the comprehensive plan; or

(7) Any combination of subsections (b)(1)—(6) of this section.

(c) Minimum increase.

Relief granted pursuant to this division shall be the minimum necessary to comply with section 102-109. The highest, common, or expected use is not intended as an appropriate remedy, unless expressly required by applicable statute or case law.

(Quasi-Judicial Proceeding)

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Denial of the request for relief, consistent with the special magistrate's recommendation "that the Board of County Commissioners deny Petitioners' application for relief under the BUD Ordinance."

TOTAL COST:_____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes __ No ____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty 3/7/16 OMB/Purchasing ____ Risk Management _____

DOCUMENTATION: Included __X__ Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

MEMORANDUM
MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: Special Master (to be designated by MCC §102-105)

From: Townsley Schwab, Senior Director of Planning & Environmental Resources

Date: November 25, 2013; **Amended December 13, 2013**

Subject: *Request for Beneficial Use Determination for property legally described as Block 9, Lot 1, Section 3, Bay Haven Subdivision (PB2-41), Key Largo, Monroe County, Florida, and having Real Estate Number 00517650.000000.*

I. REQUEST

The Monroe County Planning & Environmental Resources Department ("Department") has received an Application for a Determination of Beneficial Use, under Monroe County Code (MCC) §102-102 – §102-110 (see Exhibit A), for the property referenced above ("subject parcel"), owned by Scott and Toni Beauchamp. The Beauchamps and their authorized agent ("Applicants") are asserting that the adoption of the Monroe County Land Use District Map, which designated the subject parcel as part of a Suburban Residential (SR) land use district, "on its face" constitutes a taking of the landowner's property.

Subject parcel outlined in yellow (2012 Monroe County aerial)

Location

Address: Corner of Meridian Ave and Lycaloma Ave, mile marker 94.5 (Gulf of Mexico side of US 1)

Legal Description: Block 9, Lot 1, Bay Haven Section 3 (PB2-41)

Real Estate (RE) Number: 00517650.000000

Applicant

Owner: Scott and Toni Beauchamp

Agent: Randy Wall

II. RELEVANT PRIOR COUNTY ACTIONS

On September 15, 1986, the current land use district (zoning) maps, which included a designation of Suburban Residential (SR) for the subject parcel, became effective. On February 28, 1986, the Monroe County Board of County Commissioners (BOCC) adopted Resolution 049-1986, which transmitted amendments to the land use district (zoning) map (including the rezoning of the subject parcel from RU-1 to SR) to the Florida Department of Community Affairs. At that time, Florida Statute required such amendments to be adopted by Florida Administration Commission (F.A.C.) Rule as part of Florida's Area of Critical State Concern program (Section 380.05, F.S., was amended in 1997 to approve amendments pursuant to final orders instead of by rule). The zoning map amendments were adopted by Rule 28-20.021, F.A.C., which became effective on September 15, 1986, after the expiration of the required appeal period.

The Applicants assert that in May of 2012, Randy Wall met with Department staff regarding the process for applying for a ROGO allocation for the subject parcel. Staff informed Mr. Wall that the lot is within a SR land use district and, under the density requirements of MCC§130-157 (see Exhibit B), the lot does not have enough land area for one dwelling unit. Although staff members have some recollection of such a meeting, the first documented meeting between staff and Mr. Wall took place on July 13, 2012, as described below.

On July 13, 2012, Mayté Santamaria, Assistant Director of Planning, sent an email to Mr. Wall reiterating options discussed earlier that day regarding the Beauchamps' property.

On October 9, 2012, the Beauchamps submitted an application to the Department for a Pre-Application Conference with a Letter of Understanding (LOU). On November 28, 2012, Scott Beauchamp sent an email to the Department requesting that the application fee for the LOU be instead applied towards a Beneficial Use Determination (BUD) application. A pre-application conference was not held. An LOU was not prepared. The application was closed and the Planning Director approved the use of the application fee toward a subsequent Planning & Environmental Resources application fee.

On January 14, 2013, the Department received a BUD application for property owned by the Beauchamps. Following multiple phone conversations and email correspondence between the Department and the Applicants, the Applicants submitted an updated BUD application on the

current application form. This updated application was received by the Department's coordinator on August 1, 2013.

Following receipt of the application, the Department sent a letter, dated August 15, 2013, informing the Applicants that it deemed the application to be incomplete, as it did not contain all of the required materials and information listed in MCC §102-105(b)(1)-(13). In response to this letter, the Applicants submitted revisions to the application, received by the Department on September 13, 2013, including a statement of habitat received on September 17, 2013.

On September 27, 2013, pursuant to MCC §102-105(d)(2), the Department sent a letter to the Applicants as notification that the Department had determined the application to now be sufficient, and include all required materials and information listed in MCC §102-105(b)(1)-(13).

III. BACKGROUND INFORMATION

A. Size of Site: 8,276 SF (0.19 acres) per Monroe County GIS
B. Buildable Area of Site (gross upland area minus required open space): 4,138 SF (0.095 acres)
C. Land Use District (LUD): Suburban Residential (SR)
D. Future Land Use Map (FLUM) Designation: Residential Low (RL)
E. Tier Designation: Tier 3
F. Flood Zone: AE – EL 7
G. Existing Use: Vacant
H. Existing Vegetation/Habitat: High elevation hammock
I. Community Character of Immediate Vicinity: Single-Family Residential

IV. REVIEW OF DEVELOPMENT POTENTIAL

Future Land Use and Land Use District Purposes:
Policy 101.4.2 of the Monroe County Year 2010 Comprehensive Plan states:

> The principal purpose of the Residential Low (RL) land use category is to provide for low-density residential development in partially developed areas with substantial native vegetation. Low intensity public and low intensity institutional uses are also allowed. In addition, Monroe County shall adopt Land Development Regulations which allow any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

As set forth in MCC §130-44, the purpose of the Suburban Residential (SR) district "is to establish areas of low- to medium-density residential uses characterized principally by single-family detached dwellings. This district is predominated by development; however, natural and developed open space creates an environment defined by plants, spaces and over-water views."

Permitted and Conditional Uses:
The permitted and conditional uses within the SR district are described in MCC §130-94, which is attached in full as Exhibit C. The Applicants' request is to build a single family residence on the subject parcel. Although MCC §130-94 lists both detached and attached dwelling units as permitted uses within the SR district, density requirements preclude the development of a dwelling unit on the subject parcel due to its size. These density requirements, as well as a review of other permitted uses as applied to the subject parcel, are discussed in more detail in the paragraphs that follow.

Residential Density:
Per MCC §130-157 (Exhibit B), the allocated residential density in the SR district is 0.5 dwelling units (du) per acre of upland. The maximum net density in the SR district is 5.0 dwelling units per net buildable acre of the site. These density limitations are consistent with those specified in Policy 101.4.22 (Exhibit D) of the Comprehensive Plan, which allows an allocated density of 0.25-0.50 du/acre and a maximum net density of 5.0 du/buildable acre within the RL future land use district. Maximum net density is available with the use of transferable development rights (TDRs) and/or for affordable housing projects.

Although a survey of the subject parcel was provided with the BUD application, it did not specify the exact land area of the parcel. For all calculations in this staff report, an area of 8,276 square feet, or 0.19 acres, has been used, as shown by the County's GIS.

As defined in MCC §101-1, "*Net buildable area* means that portion of a parcel of land that is developable and is not open space required by section 130-157 or required minimum bufferyard under chapter 114, article V or required setbacks under section 130-186."

According to MCC §130-157, the required open space in the SR land use district is 50%. The total upland area of the subject parcel is 8,276 SF, or 0.19 acres. When open space is subtracted, the net buildable area of the subject parcel is 4,138 SF, or 0.095 acres.

According to the density limitations outlined above, the residential development potential for the subject parcel is as follows:

RESIDENTIAL DENSITY						
FLUM/LUD	**Allocated Density**	**Upland Acres on site**	**Maximum Allocated Allowed**	**Maximum Net Density**	**Net Buildable Acres on site**	**Max Net Allowed**
Residential Low FLUM (RL) Policy 101.4.22	0.25-0.50 units/acre	0.19 acres	**0.048-0.095 units**	5.0 units/ buildable acre	0.095 buildable acres	**0.475 units**
Suburban Residential LUD (SR) MCC §130-157	0.5 units/acre	0.19 acres	**.095 units**	5.0 units/ buildable acre	0.095 buildable acres	**0.475 units**

The Applicants are requesting to build one (1) detached residential unit on the subject parcel. As calculated above, the allocated density for a parcel of that size within the RL and SR districts would only allow 0.095 dwelling units. Even with the use of TDRs, the maximum net density for a parcel that size within the RL and SR districts would only allow 0.0475 dwelling units. Therefore, density requirements do not support the development of one dwelling unit on a parcel of this size within the RL and/or SR districts.

Hotel/Motel, Institutional, and Campground Density:

Per MCC §130-162, the allocated density in the SR district for hotel/motel rooms and campground spaces is 5 rooms or spaces/acre, and for institutional residential is 3 rooms/acre. The maximum net density in the SR district for hotel/motel rooms is 15 rooms/buildable acre, for campgrounds is 10 spaces/buildable acre, and for institutional residential is 6 rooms/buildable acre. However, these density limitations are not consistent with those specified in Policy 101.4.22 of the Comprehensive Plan, which has an allocated and maximum net density of zero (0) rooms/acre within the RL future land use district. As the Comprehensive Plan is the controlling document, hotel/motel and institutional rooms, and/or campground spaces, would not be permitted on the subject parcel.

Note: Section 163.3161(6), F.S. - It is the intent of this act that adopted comprehensive plans shall have the legal status set out in this act and that no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.

HOTEL/MOTEL, INSTITUTIONAL, CAMPGROUND RESIDENTIAL DENSITY							
FLUM/LUD		**Allocated Density**	**Upland Acres on site**	**Maximum Allocated Allowed**	**Maximum Net Density**	**Net Buildable Acres on site**	**Max Net Allowed**
Residential Low FLUM (RL) Policy 101.4.22		0 rooms/acre	0.19 acres	**0 rooms**	N/A	0.095 buildable acres	**N/A**
Suburban Residential LUD (SR) MCC §130-162	Institutional Residential	3.0 rooms/acre	0.19 acres	**0.57 rooms**	6.0 rooms/ buildable acre	0.095 buildable acres	**0.57 rooms**
	Hotel	5.0 rooms/acre	0.19 acres	**0.95 rooms**	15.0 rooms/ buildable acre	0.095 buildable acres	**1.4 rooms***
	Recreational Rental (Campground)	5.0 spaces/acre	0.19 acres	**0.95 spaces**	10.0 spaces/ buildable acre	0.095 buildable acres	**0.95 spaces**

*Although MCC §130-162 would appear to permit a maximum of 1.4 hotel rooms on a site of this size within the SR land use district, Comprehensive Plan Policy 101.4.22 has controlling authority over the land development regulations, and has an allocated and max net density of 0 hotel rooms/acre within the RL FLUM. Therefore, hotel rooms would not be permitted on the subject property.

Nonresidential Intensity:

Per MCC §130-164, institutional development, as well as public buildings and uses, may be built to a maximum FAR of 0.25. As noted in MCC §130-164, the maximum amount of low- and medium-intensity commercial retail and office floor area permitted within the SR district is not calculated based on a maximum FAR, but is based on the maximum floor area listed in the permitted uses for the SR district. Per MCC §130-94, low- and medium-intensity commercial retail and office of less than 2,500 SF are permitted with a minor conditional use permit. However, Policy 101.4.22 of the Comprehensive Plan allows nonresidential development of 0.20-0.25 FAR within the RL future land use district. As the Comprehensive Plan has controlling authority over the land development regulations, low- and medium-intensity commercial retail and office floor area would therefore be limited to Policy 101.4.22's maximum of 0.25 FAR or MCC §130-94's maximum of 2,499 SF of floor area, whichever is less.

NONRESIDENTIAL INTENSITY				
FLUM/LUD		**Nonresidential Max Intensity**	**Upland Area of site**	**Maximum Floor Area Allowed**
Residential Low FLUM (RL) Policy 101.4.22		0.20-0.25 FAR	8,276 SF	**1,655-2,069 SF**
Suburban Residential LUD (SR) MCC §130-94 and §130-164	Institutional and Public Buildings/Uses	0.25 FAR	8,276 SF	**2,069 SF**
	Low- and Medium-Intensity Retail or Office	<2,500 SF*	N/A	**2,499 SF***

*Although MCC §130-94 permits a maximum of 2,499 SF of floor area for low- and medium-intensity commercial retail and office floor area within the SR district, Comprehensive Plan Policy 101.4.22 has controlling authority over the land development regulations, and limits nonresidential development to a maximum of 0.25 FAR within the RL FLUM, which would be 2,069 SF for the subject parcel.

Educational Overlay Intensity:

MCC §130-94 includes the Educational overlay district as a use permitted with a major conditional use. As stated in Policy 101.4.11 of the Comprehensive Plan, the principal purpose of the Educational land use category is to provide for public educational facilities. The County shall coordinate with the School Board to balance educational facility land requirements with other land use objectives. In recognition of Monroe County's environment and the linear distribution of its population, the County shall encourage schools to accommodate building and facility requirements on existing sites. When new school sites are required, school shall be encouraged to locate proximate to urban residential areas and other public facilities.

MCC §130-123 states:

> Any use identified in the Monroe County Year 2010 Comprehensive Plan as Education (E) and further identified on the Monroe County Future Land Use Map with a designation of "E" may be overlaid on any new or existing land use district. The use within the overlay district shall be subject to all land development regulations of the underlying district with the exception of those regulations controlling density and intensity. The use within the overlay district shall be developed with the following density and intensity regulations:

EDUCATIONAL OVERLAY INTENSITY			
FLUM/LUD	**Educational Max Intensity**	**Upland Area of site**	**Maximum Floor Area Allowed**
Educational FLUM (E) Policy 101.4.11 MCC §130-123	0.30 FAR	8,276 SF	**2,482 SF**

Development of an educational facility under the Educational FLUM and the Educational land use overlay district may be permitted up to 2,482 SF, and would require a FLUM amendment and a major conditional use.

Review of Permitted and Conditional Uses:
The permitted and conditional uses within the SR district are described in MCC §130-94. The following list is an analysis of the permitted and conditional uses, as applied to the subject parcel, based on the requirements of MCC §130-94, and the density and intensity requirements within MCC and the Comprehensive Plan, described above. The full text of MCC §130-94 is attached as Exhibit C.

PERMITTED AND CONDITIONAL USES WITHIN SR ZONING (BASED ON MCC §130-94, §130-123, §130-157, §130-162, and §130-164; and Policy 101.4.22)		
AS OF RIGHT	**ALLOWED***	**REASON**
(1) Detached residential dwellings	NO	Density allows <1 unit.
(2) Community parks	YES	
(3) Beekeeping	YES	
(4) Home occupations—Special use permit required	NO	Density allows <1 unit.
(5) Accessory uses;	YES – IF PRINCIPAL USE ESTABLISHED	
(6) Vacation rental use	NO	Density allows <1 unit.
(7) Collocations on existing antenna-supporting structures	NO	Use does not currently exist.
(8) Satellite earth stations <2 meters as accessory	YES – IF PRINCIPAL USE ESTABLISHED	
(9) Wastewater nutrient reduction cluster systems that serve less than ten residences	YES – IF ACCESSORY TO ADJACENT RESIDENTIAL DEVELOPMENT	
MINOR CONDITIONAL USE	**ALLOWED***	**REASON**
(1) Attached residential dwelling units (<4 units per building)	NO	Density allows <1 unit.
(2) Public or private community tennis courts and swimming pools	YES	

(3) Public buildings and uses	YES – UP TO 2,069 SF	
(4) Commercial retail of low- and medium-intensity or office uses or any combination thereof of less than 2,500 SF of floor area, provided that: a. The parcel of land on which the commercial retail use is to be located abuts the right-of-way of U.S. 1, or a dedicated right-of-way to serve as a frontage road for U.S. 1; b. The structure must be located within 200 feet of the centerline of U.S. 1;	NO	Parcel does not abut the right-of-way of U.S. 1, or a dedicated right-of-way to serve as a frontage road for U.S. 1; and Parcel is not within 200 feet of the centerline of U.S. 1.
(5) Parks and community parks	YES	
(6) Institutional uses	YES – UP TO 2,069 SF	
(7) Churches, synagogues, and houses of worship	YES – UP TO 2,069 SF	
(8) Replacement of an existing antenna-supporting structure	NO	
(9) Stealth wireless communications facilities, as accessory uses	YES – IF PRINCIPAL USE ESTABLISHED	
(10) Satellite earth stations >=2 meters as accessory	YES – IF PRINCIPAL USE ESTABLISHED	
MAJOR CONDITIONAL USE	**ALLOWED***	**REASON**
(1) Attached residential dwelling units (>4 units per building)	NO	Density allows <1 unit.
(2) Institutional residential uses	NO	Density allows <1 unit.
(3) Marinas	NO	No water access.
(4) Agricultural uses	YES	
(5) Campgrounds provided that the parcel has an area of at least 5 acres	NO	Parcel has an area less than 5 acres.
(6) Hotels of fewer than 12 rooms provided that the parcel has an area of at least 2 acres	NO	Parcel has an area less than 2 acres.
(7) Clubhouse or meeting facilities for educational and public interest purposes	YES – UP TO 2,069 SF	
(8) Educational Overlay Uses	YES – UP TO 2,482 SF	
REDEVELOPMENT OF ALREADY LAWFULLY ESTABLISHED USES	**ALLOWED***	**REASON**
(1) Commercial retail of low- and medium-intensity or office uses or any combination thereof of less than 2,500 SF of floor area	NO	Use does not currently exist.

(2) Marinas	NO	Use does not currently exist.

*Permitted and conditional uses are also subject to all other applicable comprehensive plan policies and land development regulations.

V. RESPONSE TO APPLICANTS' CLAIMS

It is anticipated that the Applicants will assert the following:

1. With the adoption of the Land Use District Map, not only did the County act in error with the designation of Bay Haven Subdivision (and the subject parcel) as an SR district, but the County did not have the right to step in and remove the building rights of individual lot owners by a zoning change in a subdivision that the County had accepted and recorded.

   County Response: Changes to the Land Use Map may be initiated by the County or by private owners as long as the proper process is followed. The land use map amendments were adopted by BOCC Resolution 049-1986 and Rule 28-20.021, F.A.C., which became effective on September 15, 1986. [see Rule 28-20.021, .023, .024, and .025] The mere purchase of land does not create a right to rely on existing zoning. Second, the Applicants did not appeal or otherwise timely challenge the zoning change. Finally, defenses to a regulatory takings suit must be considered pursuant to MCC§ 102-109. In this case, any claim against the zoning change is time barred by the statute of limitations, which is 4 years after the effective date of the map amendments. This would preclude a judicial finding of taking liability and militates against relief recommendation.

2. The 1986 adoption of the LUD Map and designation of the property as SR constituted a compensable taking.

   County Response: A regulatory taking is defined by the courts as any regulatory activity that denies all or substantially all economically beneficial use of property. The subject parcel still has potential to be used for the uses listed in this staff report, including, but not limited to, a community park or swimming pool, public buildings or uses, institutional uses, church or synagogue, agricultural uses, and educational uses. The subject parcel could also be sold to a neighboring parcel for use as a side yard. At the time the Beauchamps purchased the lot in 2006, it was under common ownership with, and was being used as a yard for, adjacent Lot 11, which is developed with a single family residence. Additionally, pursuant to MCC §130-160, recently amended by Ordinance 025-2013 (Exhibit E), which became effective on November 7, 2013, the subject property may be eligible for use as a sender site for transferable development rights. Determination of such eligibility would require additional information.

3. The land development regulations do not allow the rezoning of an established platted subdivision so as to require 9 contiguous platted lots in order to build a dwelling unit.

   County Response: There are no provisions within the Monroe County Code, Comprehensive Plan, or Florida Statute that prohibit requesting a rezoning of a platted subdivision, provided the proper process is completed.

4. Prior to purchase, in 2005 the Beauchamps were taken by their realtor, Humberto Jimenez, to the Department's Key Largo office and told by a Monroe County Planner that "Lot 1, Block 9 of Bay Haven was a buildable lot and that the County would be happy to receive their single family residence application."

   County Response: The Department has done a thorough review of County records and has found no record of this meeting. Furthermore, prior to 2008, the Department did not have an office location in Key Largo. The Upper Keys office was located on Plantation Key in Islamorada.

5. It was reasonable for the Beauchamps to assume a single family home could be built on the lot by virtue of it being part of a plat approved by the County BOCC.

   County Response: Monroe County's land development regulations must take into account a set of factors related to hurricane evacuation and environmental sensitivity unlike that in any other region of the nation. These additional variables make the Monroe County Code as a whole extremely unique, and many expectations that may apply in other communities do not apply within Monroe County. Courts have previously held that the purchase of vacant property in Monroe County with the subjective assumption by the landowner that it can be used for residential development is not enough to establish vested rights or inverse condemnation.

   Note, the following adopted Monroe County Comprehensive Plan provisions:

   Objective 101.19 *Monroe County recognizes that there presently exists a significant excess of platted residential subdivision lots relative to the County's carrying capacity based upon hurricane evacuation, traffic circulation, water quality and marine resources, and other level of service standards. The County further recognizes that lot owners who are unaware that they will be subject to the County's land development regulations may have unrealistic expectations concerning their ability to receive building permits. In order to avoid, to the extent possible, further unrealistic development expectations, Monroe County shall not approve a preliminary or final plat unless development of the plat would meet all of the requirements of Monroe County's land development regulations including, but not limited to, minimum area*

requirements for a single-family residence. Under no circumstances shall Monroe County approve a plat which creates an unbuildable lot.

6. The Beauchamps completed appropriate due diligence by checking with the County as to the buildability of the lot.

   County Response: The land development regulations which preclude the development of a dwelling unit on the subject parcel were effective at the time the Beauchamps purchased the parcel. Appropriate due diligence would have included obtaining first-hand knowledge of relevant sections of the Monroe County Code – particularly density requirements. The alleged informal representation by an unnamed County planner does not constitute due diligence. Moreover, the County has no record of having ever met with the Applicants. A letter of understanding would have been one of the ways Applicants could have conducted due diligence.

7. The only possible permitted use on the property is beekeeping, which would be ill advised in a residential neighborhood.

   County Response: As described in this staff report, the subject parcel still has potential to be used for a variety of uses, including, but not limited to, a community park or swimming pool, public buildings or uses, institutional uses, church or synagogue, agricultural uses, and educational uses. The subject parcel could also be sold to a neighboring parcel for use as a side yard. Additionally, pursuant to MCC §130-160, recently amended by Ordinance 025-2013 (Exhibit E), which became effective on November 7, 2013, the subject property may be eligible for use as a sender site for transferable development rights. Determination of such eligibility would require additional information.

8. Bay Haven Section 1 subdivision is substantially built out. The majority of remaining vacant lots border US1, and were zoned BU-1 prior to 1986.

   County Response: The subject parcel lies within Bay Haven Subdivision Section 3, which includes 99 vacant platted lots. Of these 99 vacant lots, 67 are privately owned. Bay Haven Subdivision as a whole (Sections 1-4) currently includes 254 vacant lots, of which 114 are privately owned. All privately owned parcels within Bay Haven Subdivision are in a similar situation to the subject parcel, as they have a land use district designation of either SR or Native Area (allocated density of 0.25 du/acre) and a FLUM designation of either RL or Residential Conservation (allocated density of 0-0.25 du/acre). A change to the zoning and FLUM of the parcels within this subdivision or an allowance to build a dwelling unit at a density above the adopted

maximum density requirements could therefore create the opportunity for 114 additional residential units to be developed.

As required by the State of Florida, a Rate of Growth Ordinance (ROGO) was implemented in order to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of Monroe County. ROGO is a competitive permit allocation system whereby those applications with the highest scores are awarded building permits. The creation of 114 additional residential unit requests may create other issues for the County, as the County is only allowed to issue 197 building permits per year for new residential development (Rule 28-20.140, F.A.C.) within unincorporated Monroe County in order to maintain hurricane evacuation clearance times of 24 hours.

In March 2013, the Governor and Cabinet, sitting as the State Administration Commission, approved the recommendation to allocate 10 years' worth of growth (197 x 10 = 1,970 permits) to Monroe County while maintaining an evacuation clearance time of 24 hours, through the year 2023. Recent analysis by the County highlights the challenges the County may face, as there are 8,168 privately owned vacant parcels in unincorporated Monroe County. With just 197 permits per year, it would take over 41 years' worth of annual allocations (at the current rate of 197) to absorb these parcels. Additional requests for residential units only exacerbate the challenge.

9. Most of the houses in Bay Haven subdivision were entered into the tax rolls in 1987 or later. The following two properties within the Bay Haven subdivision were issued single family residence permits after the 1986 zoning change:
Example A. Parcel #00516190.000000, Building Permit #893-1416, issued on June 1, 1989.
Example B. Parcel #00516380.000000, Building Permit #C20308, issued on September 1, 1986.

County Response: A review of County building permit records shows that building permit applications for all developed lots within Bay Haven Subdivision (Sections 1-4) were applied for prior to the effective date of the amendment changing the zoning of the subdivision from RU-1 to SR.

Concerning Example A, the permit in question was issued as a re-issuance for transfer of ownership of earlier permits #C23361 and #C18916, which was applied for on March 24, 1986; the effective date of the Land Use District Map that designated Bay Haven as an SR district was September 15, 1986.

Concerning Example B, the application date of the permit in question was August 6, 1986, and the permit was issued on September 1, 1986; the effective date of the Land

Use District Map that designated Bay Haven as an SR district was September 15, 1986.

10. The County owns and maintains the streets and rights of way within Bay Haven subdivision, yet has declared it not to be a residential subdivision.

County Response: There are no regulations within the Monroe County Code, Comprehensive Plan, or Florida Statute that require the County to allow specific residential density within areas where the County maintains streets and rights of way. The zoning and density regulations that apply to Bay Haven Subdivision determine the number of dwelling units which may be built, but have no bearing on whether or not an area is defined as a "residential subdivision."

VI. RECOMMENDATION

The Applicants have requested one of the following forms of relief:

1. MCC §102-110(b)(1): Redesignation of the property on the land use map and future land use map; or,

2. MCC §102-110(b)(2): Permits for development despite the literal application of the land development regulations and comprehensive plan, with the understanding that the permit will still be subject to ROGO requirements.

The subject parcel has been reviewed fairly according to the land development regulations, and these regulations were already in effect prior to the Beauchamps' purchase of the property. The Department disagrees that there has been a regulatory taking of the subject property; even if there has been, several affirmative defenses could be asserted against a taking claim precluding a judicial finding of liability and this supports the denial of the request relief pursuant to MCC§102-109.

VII. EXHIBITS

A. Monroe County Code §102-102 – §102-110. Beneficial Use Determinations.
B. Monroe County Code §130-157. Maximum residential density and district open space.
C. Monroe County Code §130-94. Suburban Residential District (SR) Permitted and Conditional Uses.
D. Monroe County Year 2010 Comprehensive Plan Policy 101.4.22.
E. Monroe County BOCC Ordinance No. 025-2013.

VIII. MAPS

1. Current Land Use District Map for subject parcel.
2. Current Future Land Use Map for subject parcel.
3. 2012 Aerial photography for subject parcel.
4. Bay Haven Subdivision (Sections 1-4) Current Land Use District Map.

DIVISION 2. BENEFICIAL USE DETERMINATIONS

Sec. 102-102. Generally.

If, after a final decision or action by the county, including available variances, a landowner is of the opinion that the adoption or application of a county land development regulation or comprehensive plan policy has caused a taking of the landowner's property, the procedures of this division shall be used prior to seeking relief from the courts.

(Ord. No. 035-2007, § 2(9.5-171))

Sec. 102-103. Purpose and intent.

(a) The purpose of this division is to ensure that the adoption or application of a county land development regulation or comprehensive plan policy does not result in an unconstitutional taking of private property.

(b) The intent of the board of county commissioners is that this division provide a means to resolve a landowner's claim that a land development regulation or comprehensive plan policy has had an unconstitutional effect on property in a nonjudicial forum. This division is not intended to provide relief related to regulations promulgated by agencies other than the county or to provide relief for claims that are not cognizable in court at the time of application under this division. Further, the procedures of this division are not intended, nor do they create, a judicial cause of action.

(Ord. No. 035-2007, § 2(9.5-172))

Sec. 102-104. Exhaustion.

Relief under this division cannot be established until the landowner has received a final decision on development approval applications from the county, including building permit allocation system applications, appeals, administrative relief pursuant to section 138-54, and other available relief, exceptions, or variances, unless the applicant asserts that a land development regulation or comprehensive plan policy, on its face, meets the standards for relief in section 102-109.

(Ord. No. 035-2007, § 2(9.5-173))

Sec. 102-105. Application; applicability; sufficiency.

(a) **Generally.** An application for a beneficial use determination may be made to the planning department by filing an application and an application fee as established by the board.

(b) **Contents of application.** The application shall be submitted in a form established by the county and shall include the following:

(1) **Contact information.** The name, address, and phone number of the landowner and applicant or agent;

(2) **Legal description.** A legal description and the real estate or parcel number for the property;

(3) **Letter of agency.** If a person other than the landowner is requesting relief pursuant to this division, a notarized letter of agency from the landowner authorizing the person to represent them with respect to the application. Except as specifically provided herein, the landowner will be bound by the representations, obligations, and agreements made by the landowner's agent in the course of the beneficial use determination process.

The term "applicant" as used in this division refers to the landowner or the landowner's agent, as applicable;

(4) **Date of acquisition, offers to purchase, attempts to sell.** Documentation of the date of acquisition, the price incurred to acquire the property, the date and amount of any offers by any person, corporation, governmental entity, or association to acquire the property, and any attempts by the landowner to sell the property;

(5) **Land development regulation or comprehensive plan policy.** A statement describing the land development regulation, comprehensive plan policy, or other final action of the county, which the applicant believes necessitates relief under this division, including the effective date of the land development regulation or comprehensive plan policy and/or the date of the final action by the county related to the property. The application shall identify the subject land development regulations or comprehensive plan policies of the county by section and number;

(6) **Description of land.** A description of the property's physical and environmental features, total acreage, and use presently, at the time of acquisition, and upon the effective date of the land development regulation or comprehensive plan policy or other final action the applicant believes necessitates relief under this division;

(7) **Improvements to land.** Evidence of any investments made to improve the property, the date the improvements were made, and the cost of the improvements;

(8) **Description of allowable uses.** A description of the type and extent of land uses allowed on the property, from the time the applicant acquired the property until the date of application under this division, including allowable density, permitted and conditional uses, open space ratios, and other factors affecting the property's development potential;

(9) **Requested relief.** A statement regarding the form of relief requested by the landowner, pursuant to section 102-110

(10) **Maps.** Maps shall be included in the application, which show the property presently, at the time of acquisition, and upon the effective date of the land development regulation, comprehensive plan policy, or other action of the county the applicant believes necessitates relief under this division. Maps shall indicate the land use designation, future land use designation, aerial photography, and environmental conditions and habitat on the property at the above times;

(11) **Previous development applications and appeals.** A description of all efforts to seek approval to develop the property, including date of application; name of the local, state, or federal permitting agency; nature of approval, denial, or appeal sought; disposition; and the date of disposition;

(12) **Agency approvals.** Evidence of whether the applicant has received necessary approvals from governmental agencies other than the county, which are required in order to undertake development of the property, including, as applicable, evidence that approvals from other agencies are not required;

(13) **Signature of landowner and agent.** The signature of landowner and agent, attesting to the accuracy of the statements and representations made in the application; and

(14) **Additional materials.** Any other appraisals, studies, or evidence supporting the applicant's contention that relief under this division is appropriate, including appraisals related to any alleged diminution in fair market value of the property.

(c) **Standards applicable to landowner and landowner's representative.**

(1) The landowner and the landowner's representative shall exercise due diligence in the filing of and legal bases asserted pursuant to an application for relief under this division.

(2) The signature upon the application by the landowner and the landowner's representative shall constitute a certification that the landowner and landowner's representative have undertaken due diligence in the filing of the application, that to the best of his knowledge the application is supported by good grounds under applicable laws, and that the application has been filed in good faith, consistent with the purpose and intent of this division.

(3) The landowner and the landowner's representative shall have a continuing obligation throughout the proceedings to correct any statement or representation found to have been incorrect when made or which becomes incorrect by virtue of changed circumstances.

(4) If a claim for relief pursuant to this division is based upon facts the landowner or the landowner's representative knew or should have known were not correct or upon assertions of law that were frivolous, the special magistrate may dismiss the application and may recommend any remedy or penalty to the board provided by law or ordinance.

(d) **Determination of sufficiency.** Within 15 calendar days of accepting the application, the planning director, or the planning director's designee, shall determine if the application is complete and includes the materials and information listed in subsections (b)(1)—(13) of this section. The special magistrate may require the landowner or the county to provide additional information in order to make a determination under this division and may conduct a hearing on whether the application should be dismissed for failure to include information necessary to make a recommendation, based on the standards set forth in this division.

(1) **Determined insufficient.** If the planning director determines the application is not complete, a written notice shall be mailed to the applicant specifying the application's deficiencies. No further action shall be taken on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within 30 calendar days of a notice of deficiencies, the application shall be considered withdrawn, and the application fee shall be refunded to the applicant, upon request.

(2) **Determined sufficient.** When the application is determined sufficient, the planning director shall notify the applicant in writing and, within 60 calendar days, forward the application to a special magistrate to set a hearing date. The planning director may forward to the special magistrate additional materials, applications, or decisions related to the application, including recommended forms of relief, consistent with this division.

(Ord. No. 035-2007, § 2(9.5-174))

Sec. 102-106. Action by the special magistrate.

(a) **Establishment of date for hearing and notice.** The special magistrate shall schedule and hold a hearing on an individual beneficial use determination application within 90 calendar days of receipt of the complete application from the planning director.

(b) **Hearing.** At the hearing, the landowner or landowner's representative shall present the landowner's case and the planning director or the planning director's representative shall represent the county's case. The special magistrate may accept briefs, evidence, reports, or proposed recommendations from the parties.

(c) **Recommendation of the special magistrate.** Within 60 calendar days of the close of the hearing, the special magistrate shall prepare and transmit in writing to the planning director and the landowner, or their representatives, a recommendation regarding the application, based on the evidence submitted and the standards set forth in sections 102-109 and 102-110

(1) If the special magistrate's recommendation is that relief is not appropriate, the special magistrate's recommendation shall specify the basis for the recommendation.

(2) If the special magistrate's recommendation is that relief is appropriate, the special magistrate's recommendation shall:

a. Recommend a form of relief, pursuant to section 102-110; and

b. Indicate the basis for the recommendation, including, as applicable:

1. Identification of the county land development regulation, comprehensive plan policy, or other action that resulted in the recommendation for relief; and

2. The date the land development regulation, comprehensive plan policy, or other final action of the county affected the property so as to necessitate relief.

(Ord. No. 035-2007, § 2(9.5-175))

Sec. 102-107. Action by the planning director.

Based on the recommendations of the special magistrate, the planning director shall prepare the item for consideration by the board of county commissioners. The planning director may not disturb or alter the recommendations of the special magistrate. Within 30 calendar days of receipt of the recommendations of the special magistrate, the planning director shall forward the special magistrate's recommendation to the board to set a public hearing on the matter. The planning director may include with the recommendation a proposed process and schedule for implementing the special magistrate's recommendation.

(Ord. No. 035-2007, § 2(9.5-176))

Sec. 102-108. Action of the board.

Following receipt of the matter from the planning director, the board shall set the matter for a public hearing. The county shall provide notice and the applicant shall be provided an opportunity to be heard prior to the decision of the board. The recommendation of the special magistrate is not binding on the board. At the hearing, the board, by resolution, shall approve, modify, reverse, or approve with conditions, the recommendations of the special magistrate, based on the standards of sections 102-109 and 102-110. The resolution shall:

(1) State the date, if any, upon which any resolution granting relief will cease to be in effect;

(2) State that neither the board's resolution nor any process or evidence associated with this division is an admission of a taking of property;

(3) Direct county staff to undertake any additional steps necessary to implement the resolution; and

(4) Address other matters necessary to implement the purpose and intent of this division.

(Ord. No. 035-2007, § 2(9.5-177))

Sec. 102-109. Beneficial use standards.

(a) **Standard.** In furtherance of the purpose and intent of this division, and consistent with Policy 101.18.5 of the comprehensive plan, relief under this division may be granted where a court of competent jurisdiction likely would determine that a final action by the county has caused a taking of property and a judicial finding of liability would not be precluded by a cognizable defense, including lack of investment-backed expectations, statutes of limitation, laches, or other preclusions to relief. Whether such liability, at the time of application under this division, is likely to be established by a court should be determined based on applicable statutory and case law at the time an application is considered under this division.

(b) **Burden.** The applicant shall have the burden of showing that relief under this division is appropriate.

(Ord. No. 035-2007, § 2(9.5-178))

Sec. 102-110. Granting of relief.

(a) **General.** If the board determines that relief is appropriate under this division, relief may be granted, as provided in this section and consistent with the comprehensive plan.

(b) **Forms of relief.** In order to avoid an unconstitutional result and to provide a landowner with an economically viable use of property pursuant to this division, the special magistrate may recommend and the board may allow for additional uses, density, or relief beyond that allowed by a literal application of the land development regulations or comprehensive plan on the particular property, which may include:

(1) Redesignation of the property on the land use map or future land use map;

(2) Permits for development despite the literal application of the land development regulations and comprehensive plan, although permits issued pursuant to this section shall be subject to applicable construction deadlines and expiration dates under chapter 6

(3) Transferable development rights (TDRs);

(4) Eligibility for dedication of the property pursuant to section 138-28(5);

(5) Repeal or amendment of the land development regulation or comprehensive plan policy affecting the subject property;

(6) Any other economically beneficial use of the property or relief the board determines appropriate and adequate under section 102-109 and the comprehensive plan; or

(7) Any combination of subsections (b)(1)—(6) of this section.

(c) **Minimum increase.** Relief granted pursuant to this division shall be the minimum necessary to comply with section 102-109. The highest, common, or expected use, is not intended as an appropriate remedy, unless expressly required by applicable statute or case law.

(Ord. No. 035-2007, § 2(9.5-179))

ARTICLE V. LAND USE INTENSITIES

Sec. 130-157. Maximum residential density and district open space.

The maximum residential density and district open space shall be in accordance with the following table:

Land Use District	*Allocated Density DU/Acre*	*Maximum Net Density DU/Buildable Area*	*Open Space Ratio**
Urban commercial	6.0	12.0	0.2
Urban residential	6.0	12.0	0.2
(Affordable housing)	6.0	25.0	0.2
(Employee housing)	6.0	25.0	0.2
Urban residential mobile home (URM)	1/lot	0	0.2
Mobile home parks per section 101-1	5.0	7.0	0.2
URM-limited	1/lot	0	0.2
Suburban commercial	3.0	6.0	0.2
(Employee housing)	3.0	15.0	0.2
Suburban residential	0.5	5.0	0.5
Suburban residential LTD	0.5	3.0	0.5
Sparsely settled	0.5	0	0.8
Native	0.25	0	*
Mainland native	0.01	0	0.99
Offshore island	0.1	0	0.95
Improved subdivision	1/lot	0	0.2
Commercial fishing**	3.0	12.0	0.2
Destination resort	1.0	18.0	0.2
Industrial	1.0	2.0	0.2
Maritime industry	1.0	2.0	0.2
Mixed use	1.0	12.0	0.2
(Affordable housing)	1.0	18.0	0.2
(Employee housing)	1.0	18.0	0.2
Military facility	6.0	12.0	0.2
Park and refuge	0.25	0	0.9
*See additional open space ratios in chapter 118; in accordance with section 101-2(1), the most restrictive of these ratios applies.			
**The allocated and maximum net densities listed in this table do not apply to CFSD-20 (Little Torch). See section 130-79(14)c. for residential densities.			

Note—Properties consisting of hammocks, pinelands, and disturbed wetlands that are within RV, MU, UC, SC, CFV, CFA, CFSD districts have a maximum net density of 0.

(Code 1979, § 9.5-262; Ord. No. 33-1986, § 9-302; Ord. No. 26-1995, § 1; Ord. No. 041-2003, § 1)

Sec. 130-94. Suburban residential district (SR).

(a) The following uses are permitted as of right in the suburban residential district:

(1) Detached residential dwellings;

(2) Community parks;

(3) Beekeeping;

(4) Home occupations—Special use permit required;

(5) Accessory uses;

(6) Vacation rental use if a special vacation rental permit is obtained under the regulations established in section 134-1

(7) Collocations on existing antenna-supporting structures, pursuant to section 146-5(3);

(8) Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5(6); and

(9) Wastewater nutrient reduction cluster systems that serve less than ten residences.

(b) The following uses are permitted as minor conditional uses in the suburban residential district, subject to the standards and procedures set forth in chapter 110, article III:

(1) Attached residential dwelling units, provided that:

a. The total number of units does not exceed four per building;

b. The structures are designed and located so that they are visually compatible with established residential development within 250 feet of the parcel proposed for development; and

c. The parcel proposed for development is separated from any established detached residential use by a class C bufferyard;

(2) Public or private community tennis courts and swimming pools, provided that:

a. The parcel of land proposed for development does not exceed five acres;

b. The parcel proposed for development is separated from any established residential use by a class C bufferyard; and

c. All outside lighting is designed and located so that light does not shine directly on any established residential use;

(3) Public buildings and uses, provided that:

a. The parcel proposed for development is separated from any established residential use by a class C bufferyard; and

b. Access to U.S. 1 is by way of:

1. An existing curb cut;

2. A signalized intersection; or

3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

(4) Commercial retail of low- and medium-intensity or office uses or any combination thereof of less than 2,500 square feet of floor area, provided that:

a. The parcel of land on which the commercial retail use is to be located abuts the right-of-way of U.S. 1, or a dedicated right-of-way to serve as a frontage road for U.S. 1;

b. The structure must be located within 200 feet of the centerline of U.S. 1;

c. The commercial retail use does not involve the sale of petroleum products;

d. The commercial retail use does not involve the outside storage or display of goods or merchandise with the exception that outside sales and display for nurseries may be permitted with the stipulation that required open space and required bufferyards may not be used for display and sales;

e. There is no direct access to U.S. 1 from the parcel of land on which the commercial retail use is to be located;

f. The structure in which the commercial retail use is to be located is separated from the U.S. 1 right-of-way by a class C bufferyard;

g. The structure in which the commercial retail use is to be located is separated from any existing residential structure by a class C bufferyard; and

h. No signage other than one identification sign of no more than four square feet shall be placed in any yard or on the wall of the structure in which the commercial retail use is to be located except for the yard or wall that abuts the right-of-way for U.S. 1;

(5) Parks and community parks;

(6) Institutional uses, provided that:

a. The parcel proposed for development is separated from any established residential uses by a class C bufferyard; and

b. Access to U.S. 1 is by way of:

1. An existing curb cut;

2. A signalized intersection; or

3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

(7) Churches, synagogues, and houses of worship, provided that:

a. The parcel proposed for development is separated from any established residential uses by a class C bufferyard; and

b. Access to U.S. 1 is by way of:

1. An existing curb cut;

2. A signalized intersection; or

3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

(8) Replacement of an existing antenna-supporting structure pursuant to section 146-5 (2);

(9) Stealth wireless communications facilities, as accessory uses, pursuant to section 146 -5(5); and

(10) Satellite earth stations greater than or equal to two meters in diameter, as accessory uses, pursuant to section 146-5(6).

(c) The following uses are permitted as major conditional uses in the suburban residential district, subject to the standards and procedures set forth in chapter 110, article III:

(1) Attached residential dwelling units, provided that:

a. The structures are designed and located so that they are visually compatible with established residential development within 250 feet of the parcel proposed for development; and

b. The parcel proposed for development is separated from any established residential use by a class C bufferyard;

(2) Institutional residential uses, provided that:

a. The use is compatible with land uses established in the immediate vicinity of the parcel proposed for development;

b. The parcel proposed for development is separated from any established residential use by a class C bufferyard; and

c. Access to U.S. 1 is by way of:

1. An existing curb cut;

2. A signalized intersection; or

3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

(3) Marinas, provided that:

a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;

b. The use does not involve the sale of goods and services other than private clubs, sport fishing charters, boat dockage and storage;

c. All boat storage is limited to surface storage on trailers or skids and no boats or other equipment is stored on any elevated rack, frame or structure;

d. Vessels docked or stored shall not be used for live-aboard purposes;

e. All outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six feet in height; and

f. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of ten feet;

(4) Agricultural uses, provided that:

a. The use is compatible with land uses established in the immediate vicinity of the parcel proposed for development;

b. The parcel proposed for development is separated from any established residential use by at least a class C bufferyard; and

c. All outside storage areas are screened from adjacent uses by solid fence, wall or hedge at least six feet in height;

(5) Campgrounds, provided that:

a. The parcel proposed for development has an area of at least five acres;

b. The operator of the campground is the holder of a valid county business license;

c. If the use involves the sale of goods and services, other than the rental of camping sites or recreational vehicle parking spaces, such use does not exceed 1,000 square feet and is designed to serve the needs of the campground; and

d. The parcel proposed for development is separated from all adjacent parcels of land by at least a class C bufferyard;

(6) Hotels of fewer than 12 rooms, provided that:

a. The parcel proposed for development has an area of at least two acres;

b. All signage is limited to that permitted for a residential use;

c. The parcel proposed for development is separated from any established residential use by at least a class C bufferyard; and

d. The use is compatible with land uses established in the immediate vicinity of the parcel proposed for development;

(7)

Clubhouse or meeting facilities for educational and public interest purposes, provided that:

a. The use does not exceed 5,000 square feet of floor area; and

b. The parcel proposed for development is separated from all adjacent residential uses by a class C bufferyard;

(8) Land use overlay E, subject to the provisions of article IV of this chapter.

(d) The following lawfully established nonresidential uses in the suburban residential land use district, which were rendered nonconforming by the 2010 Comprehensive Plan, but listed as permitted uses in the land development regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDRs) and lawfully existed on such lands on January 4, 1996, which are damaged or destroyed may be permitted to be redeveloped, make substantial improvements, or be reestablished as an amendment to a major conditional use, subject to the standards and procedures set forth in chapter 110, article III.

(1) Commercial retail of low- and medium-intensity or office uses or any combination thereof of less than 2,500 square feet of floor area, provided that:

a. The parcel of land on which the commercial retail use is to be located abuts the right-of-way of U.S. 1, or a dedicated right-of-way to serve as a frontage road for U.S. 1;

b. The commercial retail use does not involve the sale of petroleum products;

c. The commercial retail use does not involve the outside storage or display of goods or merchandise with the exception that outside sales and display for nurseries may be permitted with the stipulation that required open space and required bufferyards may not be used for display and sales;

d. The structure in which the commercial retail use is to be located is separated from the U.S. 1 right-of-way by a class C bufferyard;

e. The structure in which the commercial retail use is to be located is separated from any existing residential structure by a class C bufferyard;

f. No signage other than one identification sign of no more than four square feet shall be placed in any yard or on the wall of the structure in which the commercial retail use is to be located except for the yard or wall that abuts the right-of-way for U.S. 1; and

g. The use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996, or limited to the permitted uses and/or the provisions for minor or major conditional uses allowed in the pre-1996 LDRs for this district, whichever is more restrictive;

(2) Marinas, provided that:

a. The parcel has access to water at least four feet below mean sea level at mean low tide;

b. The use does not involve the sale of goods and services other than private clubs, sport fishing charters, boat dockage and storage;

c. All boat storage is limited to surface storage on trailers or skids and no boat or other equipment is stored on any elevated rack, frame or structure;

d. Vessels docked or stored shall not be used for live-aboard purposes;

e. All outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six feet in height;

f.

The parcel is separated from any established residential use by a class C bufferyard; and

g. The use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996, or limited to the permitted uses and/or the provisions for minor or major conditional uses allowed in the pre-1996 LDR's for this district, whichever is more restrictive.

(Code 1979, § 9.5-236; Ord. No. 33-1986, § 9-206; Ord. No. 40-1987, § 56; Ord. No. 19-1989, § 1(PD66E), (PD72)—(PD75); Ord. No. 21-1989, § 1(PD59N); Ord. No. 4-1997, § 9; Ord. No. 28-1999, § 2; Ord. No. 53-2000, § 6; Ord. No. 27-2001, § 2; Ord. No. 33-2001, § 3; Ord. No. 018-2002, § 6; Ord. No. 007-2003, § 5; Ord. No. 034-2005, § 3; Ord. No. 037-2006, § 6)

Policy 101.4.22

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17: [9J-5.006(3)(c)7].

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density [b] (per acre)	Maximum Net Density [a][b][i] (per buildable acre)	Maximum Intensity (floor area ratio)
Agriculture (A) [h] (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Commercial (COMM) (C1 and C2 zoning)	0 du 0 rooms/spaces	N/A N/A	0.15-0.50
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) [h] (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Institutional (INS) [h] (no directly corresponding zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40
Mainland Native (MN) (MN zoning)	0.01 du 0 rooms/spaces	N/A N/A	0.10
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) [g][j] (SC, UC, DR, RV, MU and MI zoning)	1-6 du 5-15 rooms/spaces 1 du (MI zoning)	2 -18 du 10-25 rooms/spaces 2 du (MI zoning)	0.10-0.45 (SC, UC, DR, RV, and MU zoning) 0.30-0.60 (MI zoning)
Mixed Use/Commercial Fishing (MCF) [g] (CFA, CFV [c], CFSD zoning)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) [h] (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Buildings/Grounds (PB) [h] (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS [d], SR, and SR-L zoning)	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (IS zoning)	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0
Residential High (RH) (IS-D [e], URM [e], and UR [f] zoning)	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0

Notes:

(a) "N/A" means that maximum net density bonuses shall not be available.

(b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.

(c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.

(d) Maximum net density bonuses shall not be available to the SS district.

(e) The allocated density for IS-D and URM zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.

(f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.

(g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.

(h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have no directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.

(i) The Maximum Net Density is the maximum density allowable with the use of TDRs.

(j) A mixture of uses shall be maintained for parcels designated as MI zoning district that are within the MC future land use category. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses, shall comprise a minimum of 35% of the upland area of the property, pursuant to Policy 101.4.5.

(Ordinances 032-2012 and 010-2013)

EXHIBIT E

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 025 - 2013

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 130-160, TRANSFERABLE DEVELOPMENT RIGHTS, REVISING THE LAND DEVELOPMENT REGULATIONS TO BE CONSISTENT WITH POLICY 101.13.4 OF THE MONROE COUNTY COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners approved Ordinance #004-2013 on January 16, 2013. The intent of the ordinance was to amend the provisions of Monroe County Code Section 130-160 to be consistent with Monroe County Comprehensive Plan Policy 101.13.4; and

WHEREAS, Monroe County Code Section 130-160 and Monroe County Comprehensive Plan Policy 101.13.4 pertain to transferable development rights, commonly referred to as TDRs; and

WHEREAS, additional amendments to Monroe County Code Section 130-160 are necessary to address inconsistencies between Monroe County Code Section 130-160 and the Monroe County Comprehensive Plan that were inadvertently not corrected by Ordinance #004-2013; and

WHEREAS, Monroe County Comprehensive Plan Policy 101.13.4 allows the transfer of TDR's from sender sites within habitat of specified types which lie within any zoning category; however Monroe County Code Section 130-160 - as revised by Ordinance #004-2013 - requires that the sender site be within a listed zoning category (and thus restricted to only those 6 zoning categories) and be within a listed habitat type (and thus further restricted to having to comply with the zoning criteria and the habitat criteria, rather than one or the other); and

WHEREAS, Monroe County Comprehensive Plan does not prohibit the transfer of TDR's to tier I parcels. In other policies, the Comprehensive Plan discourages development on tier I parcels; however it does not prohibit; and

WHEREAS, based upon the information and documentation submitted, the Commission makes the following Conclusions of Law: 1) the text amendment is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; 2) the text amendment is consistent with the provisions and intent of the Monroe County Comprehensive Plan; and 3) the text amendment is consistent with the provisions and intent of the Monroe County Code; and

WHEREAS, during a regularly scheduled meeting held on April 23. 2013, the Monroe County Development Review Committee reviewed the ordinance and recommended approval to the Board of County Commissioners; and

WHEREAS, during a regularly scheduled public hearing held on May 29, 2013, the Monroe County Planning Commission reviewed the ordinance and recommended approval to the Board of County Commissioners;

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Section 130-160 of the Monroe County Code shall be amended as:

Sec. 130-160. Transferable development rights (TDR's).

(a) *General and criteria.* All residential development rights allocated or established in sections 130-157 and 130-162 are transferable from one parcel of land to another parcel of land, provided that the sender and receiver sites meet all of the following criteria:

(1) A sender site is the land area from which the development right(s) to be transferred is derived. In the event an applicant intends to only use part of a greater property for a transferable development right application, the additional land area not required to amass the transferable development right(s) shall not be considered part of the sender site and not subject to conservation as required in subsection (8). As part of the application required in subsection (b)(2), the applicant shall provide a boundary survey and legal description that identify the boundaries of the sender site within the greater property.

A sender site shall be within one of the following Land Use (Zoning) Districts in subsection a. and/or contain at least one of the following habitat types in subsection b.:

a. *Land Use (Zoning) Districts*: Conservation (C), Mainland Native (MN), Native Area (NA), Offshore Island (OS), Parks and Refuge (PR) or Sparsely Settled (SS).

b. *Habitat Types*: Freshwater wetlands, Saltmarsh/Buttonwood wetlands, High quality high hammock, High quality low hammock, Moderate quality high hammock, Moderate quality low hammock, High quality pinelands, Low quality

pinelands, Beach/berm, Palm Hammock, Cactus Hammock, and/or Disturbed wetlands.

(2) The maximum net densities set forth in sections 130-157 and 130-162 shall not be exceeded and new development on a receiver site shall be developed in compliance with each and every requirement of this Land Development Code.

(3) The maximum net densities set forth for the applicable future land use category in the comprehensive plan shall not be exceeded and new development on a receiver site shall be developed in compliance with each and every requirement of the comprehensive plan.

(4) The assignment of transferable development rights to receiver sites designated tier I shall be discouraged.

(5) The assignment of transferable development rights to receiver sites on Big Pine Key, No Name Key, and North Key Largo from other areas of the County shall be prohibited, excluding the assignments of transferable development rights a) from sender sites on Big Pine Key to receiver sites on Big Pine Key; b) from sender sites on No Name Key to receivers sites on No Name Key, and c) from sender sites within North Key Largo to receiver sites within North Key Largo.

(6) The assignment of transferable development rights to receiver sites within Land Use (Zoning) Districts that do not have a maximum net densities is prohibited (including, but not limited to, Improved Subdivision (IS, IS-D, IS-M, or IS-V), Urban Residential Mobile Home (URM or URM-limited), Sparsely Settled (SS), Native Area (NA), Offshore Island (OS), and Mainland Native (MN).

(7) A development right may be transferred in part, provided it is rounded to the nearest tenth (i.e. if a sender site is designated Native Area (NA) and consists only of two (2) acres of upland, the property owner may transfer the fractional 0.50 transferable development right). However, in accordance with subsection (8), in no event shall a property owner utilize part of a sender site's acreage for a transferable development right and maintain the right to develop that acreage as the land use intensity shall be exhausted.

(8) Prior to application for a building permit authorizing the development of a residential dwelling unit on a receiver site requiring a transferable development right, the sender site(s) shall be a) dedicated to the County or b) placed in a conservation easement prohibiting its future development. A conservation easement shall be reviewed and approved by the Planning and Environmental Resources Department prior to its recording in the official records of the County.

(b) *Procedure*. The transfer of development rights shall be carried out as follows:

(1) A minor conditional use permit shall be required to identify, determine the eligibility of and document the approval of the sender and receiver site, pursuant to the process set forth in section 110-69. If a single receiver site is proposed to receive transferable development rights from multiple sender sites, a conditional use permit application for each sender site shall be required. All sender and receiver sites associated with a proposed transfer of a transferable development right shall be identified at the time of application;

(2) The minor conditional use permit application required in subsection (b)(1) shall be submitted in a form provided by the Planning and Environmental Resources Department and include the following:
   a) The names and addresses of the property owners of record for the sender site(s) and receiver site(s);
   b) The property record cards from the Monroe County Property Appraiser of the sender site(s) and receiver site(s);
   c) Written legal descriptions of the sender site(s) and receiver site(s);
   d) A copy of the affidavit of intent to transfer;
   e) Boundary surveys and legal descriptions of the sender site(s) and receiver site(s), prepared by a surveyor registered in the State of Florida, showing the boundaries of the sites, elevations, bodies of water and wetlands, total acreage, total upland acreage and total acreage by habitat; and
   f) Vegetative studies of the sender site(s) and receiver site(s).

(3) A development order shall memorialize approval of the minor conditional use permit required in subsection (b)(1). The development order shall include language requiring a Deed of Transfer described in this subsection (below). After successfully passing all applicable appeal periods, the development order shall be recorded in the official records of the Monroe County Clerk of the Circuit Court. Such recording shall be carried out so that the document is associated with all applicable sender and receiver sites; and

(4) Prior to issuance of a building permit authorizing the development of a residential dwelling unit, all or a part of which is derived from a transferred development right, a deed of transfer shall be recorded in the chain of title of the sender site (transferor parcel) containing a restrictive covenant prohibiting the development that would require use of any of the allocated density that was transferred from the parcel.

* * * * * * *

Section 2. Severability.

If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 3. Conflicting Provisions.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. Transmittal.

This ordinance shall be transmitted to the Florida State Land Planning Agency as required by F.S. 380.05 (11) and F.S. 380.0552(9).

Section 5. Filing.

This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective pursuant to Section 7 until a final order is issued according to F.S. 380.05(6) by the Florida State Land Planning Agency or Administration Commission approving the ordinance, and if the final order is challenged, until the challenge to the order is resolved pursuant to F.S. Chapter 120.

Section 6. Inclusion in the Monroe County Code.

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition to amendment thereto, and shall be appropriately renumbered to conform to the uniform marking system of the Code.

Section 7. Effective Date.

This ordinance shall become effective as provided by law and stated above. This ordinance applies to any applicable application submitted after the effective date.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 17th day of July, 2013.

Mayor George Neugent	Yes
Mayor *Pro Tem* Heather Carruthers	Yes
Commissioner Danny Kolhage	Yes
Commissioner Sylvia Murphy	Yes
Commissioner David Rice	Yes

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Attest: Amy Heavilin, Clerk

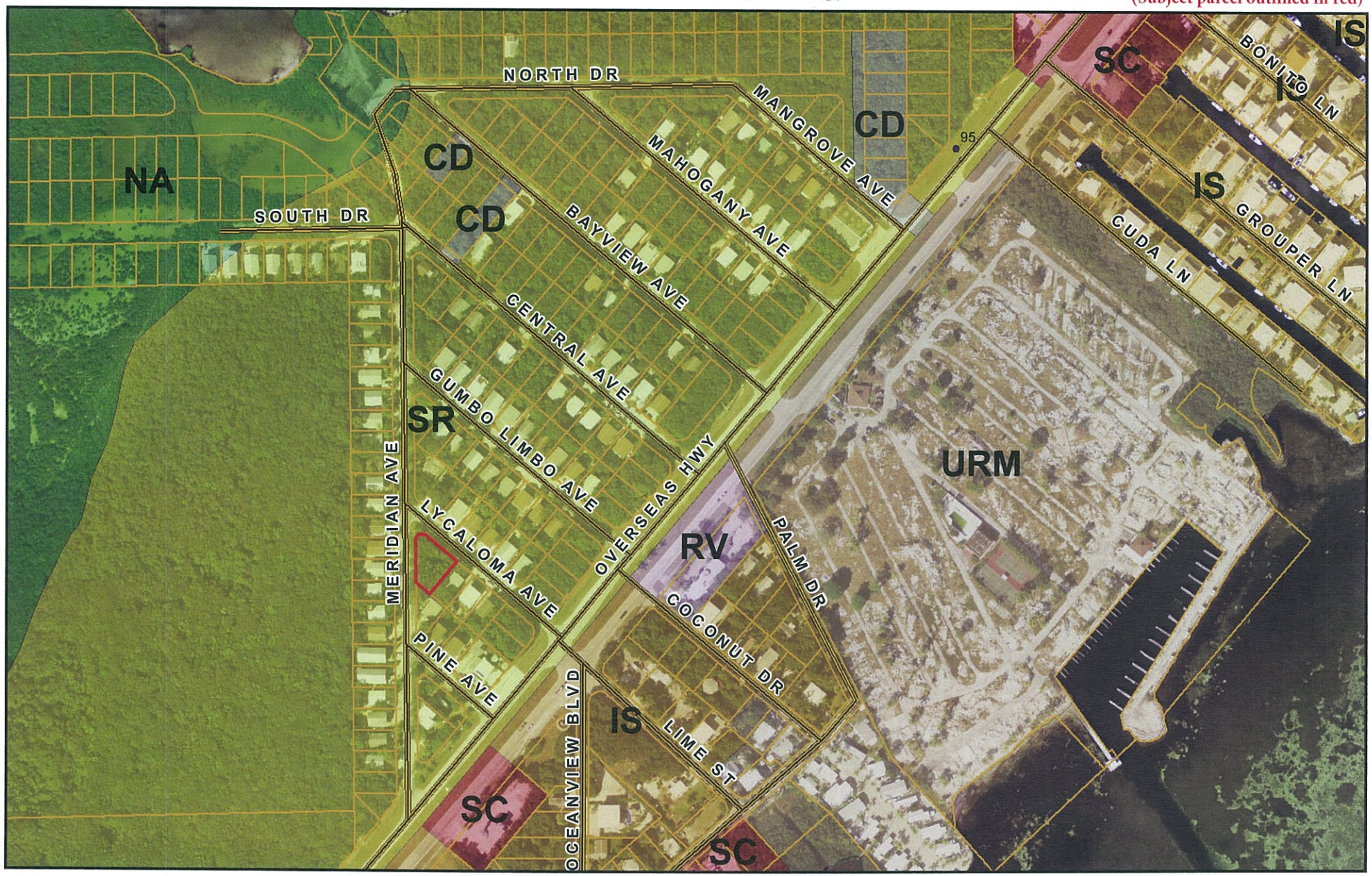
By _____ _____
Deputy Clerk Mayor George Neugent

FILED FOR RECORD
2013 AUG 15 PM 4:18
CLERK OF COURTS
MONROE COUNTY

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 6/25/13

Land Use District (Zoning)

MAP 1: CURRENT LAND USE DISTRICT MAP
(Subject parcel outlined in red)



RE #00517650.000000
Lot 1, Block 9, Bayhaven Section 3 (PB2-41)
Key Largo

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

0 150 300 600 Feet

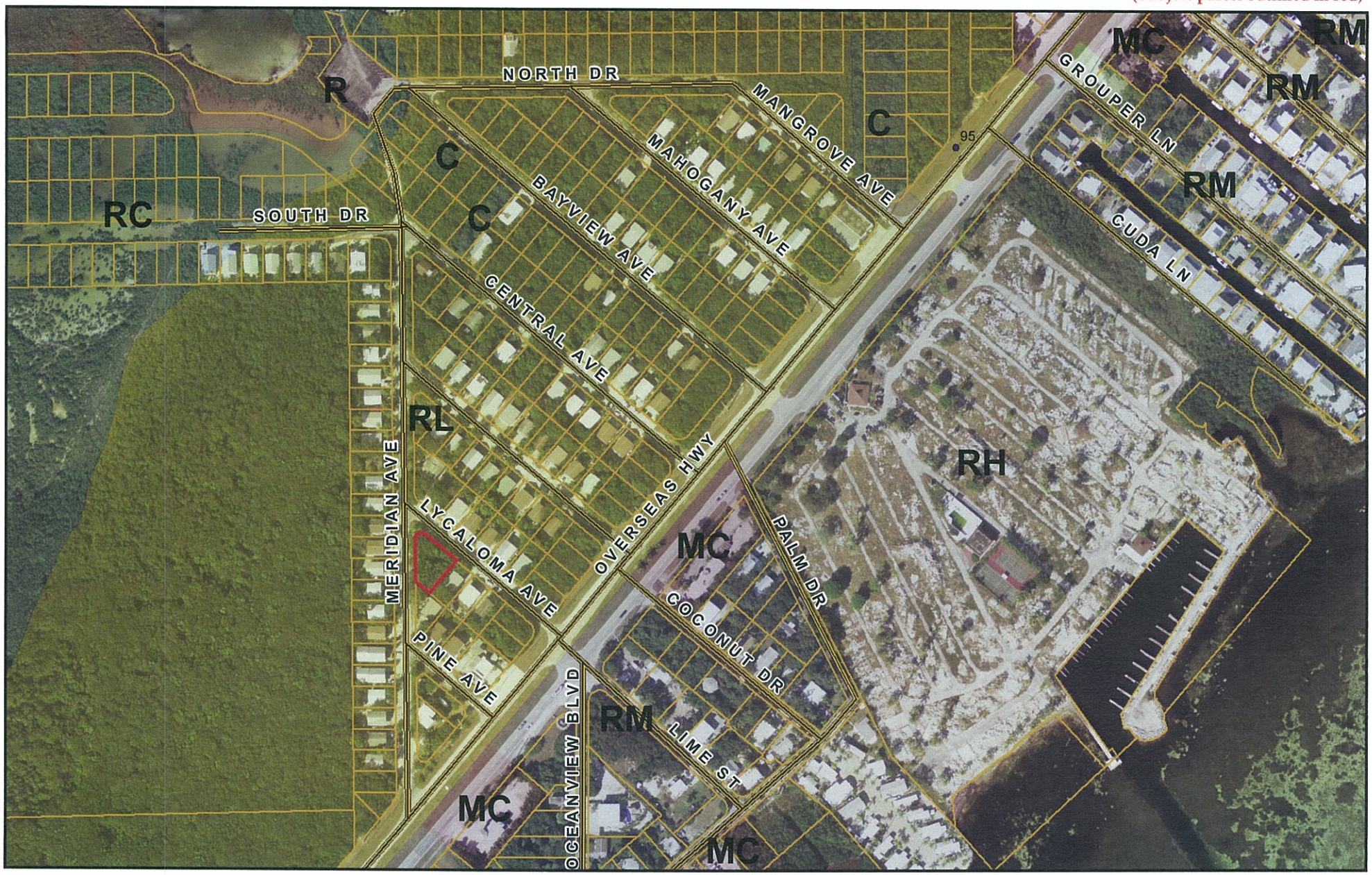
N

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of ways or other geographical data.

Prepared by: ES

Future Land Use Map

MAP 2: CURRENT FUTURE LAND USE MAP
(Subject parcel outlined in red)



RE #00517650.000000
Lot 1, Block 9, Bayhaven Section 3 (PB2-41)
Key Largo

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

0 150 300 600 Feet

N

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of ways or other geographical data.

Prepared by: ES

2012 Aerial Photography

MAP 3: 2012 AERIAL PHOTOGRAPHY
(Subject parcel outlined in red)

RE #00517650.000000
Lot 1, Block 9, Bayhaven Section 3 (PB2-41)
Key Largo

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

0 20 40 80 Feet

N

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of ways or other geographical data.

Prepared by: ES

Land Use District - Bay Haven Subdivision

MAP 4: CURRENT LAND USE DISTRICT MAP
(Bay Haven subdivision and subject parcel outlined in red)

RE #00517650.000000
Lot 1, Block 9, Bayhaven Section 3 (PB2-41)
Key Largo

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

0 220 440 880 Feet

N

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of ways or other geographical data.

Prepared by: ES

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

SCOTT AND TONI BEAUCHAMP,

Petitioners,

vs. Case No. 13-4632GM

MONROE COUNTY PLANNING COMMISSION,

Respondent.
_____/

RECOMMENDED ORDER

This matter was heard before the Division of Administrative Hearings (DOAH) by its assigned Administrative Law Judge, D. R. Alexander, on May 23, 2014, at video teleconferencing sites in Tallahassee and Marathon, Florida.

APPEARANCES

For Petitioners: Andrew M. Tobin, Esquire
Andrew M. Tobin, P.A.
Post Office Box 620
Tavernier, Florida 33070-0620

For Respondent: Derek V. Howard, Esquire
Assistant County Attorney
Post Office Box 1026
Key West, Florida 33041-1026

STATEMENT OF THE ISSUE

The issue is whether to approve Petitioners' application for a beneficial use determination (BUD) on their property

in Key Largo, Florida, and if approved, to determine the type of relief that is appropriate.

PRELIMINARY STATEMENT

This proceeding was initiated after Petitioners were advised by the Monroe County Planning Commission (Commission) that they could not build a single-family residence on their property because of zoning restrictions adopted by Monroe County (County) in 1986. Pursuant to section 102-105, Monroe County Code (M.C.C.), Petitioners filed an application for a BUD, claiming that the 1986 regulatory action by the County constitutes a compensable taking of their property. This administrative remedy, the current version of which was adopted by the County in 2007, is available to property owners to secure relief through a non-judicial process when they believe that a land development regulation (LDR) or comprehensive plan policy has deprived them of all beneficial use of their property. See § 102-102, M.C.C.; Future Land Use Element Policy 101.18.5. Pursuant to a contract, the application was referred by the Commission to DOAH for a hearing before a special magistrate (administrative law judge). See § 102-105, M.C.C.

At the hearing, Scott D. Beauchamp testified on his own behalf and presented the testimony of Emily Schemper, County Principal Planner; Randolph D. Wall, a builder and former

Planning Commissioner; and Robert A. Smith, an environmental consultant and accepted as an expert. The County presented the testimony of Emily Schemper, who was accepted as an expert. County Composite Exhibit 1 was also received.

There is no transcript of the hearing. Proposed Recommended Orders were filed by the parties, and they have been considered in the preparation of this Recommended Order.

FINDINGS OF FACT

1. Petitioners purchased their property in September 2006 for $60,000.00 (or at the peak of the Florida housing boom). The parcel is located at the corner of Meridian Avenue and Lycaloma Avenue, mile marker 94.5, on the Gulf of Mexico side of U.S. Highway 1 in Key Largo. It is also identified as Block 9, Lot 1, Section 3 of the Bay Haven Subdivision, an older, partially-developed subdivision comprised of four sections and several hundred lots.

2. Since September 15, 1986, the subdivision, including Petitioners' lot, has been zoned Suburban Residential (SR), which allows only one residential unit per two acres. No challenge to that action was taken by any person, and no contention has been made that the County failed to follow the established procedure for adopting its LDRs. A challenge to the

validity of the LDRs is now barred by the statute of limitations.[1] See § 95.11(3)(p), Fla. Stat.

3. The Bay Haven Subdivision is located in South Key Largo and was first platted after World War II. Building permits for all existing homes in the subdivision were applied for before the zoning change became effective in September 1986. Due to the SR restrictions, around 250 lots remain vacant at this time, including 99 in Section 3 where Petitioners' lot is located. Many of these vacant lots have been deeded by their owners to the County for conservation purposes in exchange for points that can be used with a Rate of Growth Ordinance (ROGO)[2] allocation to develop other property in the County.

4. Petitioners' corner lot lies at the intersection of two streets and has an irregular shape with a large radius at the intersection. It is bordered on two sides by single-family homes, measures 8,276 square feet, or around 0.19 acres, and is somewhat larger than the typical subdivision lot size of 5,000 square feet.

5. Mr. Beauchamp, who resides in Wisconsin, testified that he purchased the property with the expectation of building a home when he retired as an air traffic controller. Before purchasing the property, he assumed that it was zoned Improved

Subdivision (IS) because this was the zoning incorrectly shown on the multiple listing service sheet provided by his realtor.

6. Neither Mr. Beauchamp nor his realtor was familiar with County zoning classifications or permissible uses for the parcel.[3] Sometime in 2006 they visited a County office to secure further information. Mr. Beauchamp says they spoke with two unidentified "planners," who told them that a single-family home could be built on the property. However, nothing was confirmed in writing, and there is no record of the meeting. Other than this meeting, neither Mr. Beauchamp nor his realtor took any other steps to verify the zoning on the property and/or any development restrictions that might apply. Based solely on the oral advice given by these two unnamed County employees, the Beauchamps purchased the lot.

7. According to Petitioners' expert, Robert Smith, before purchasing a vacant lot in the Keys, normal due diligence would require a prospective purchaser to arrange a pre-application conference with Planning Department staff and secure a written Letter of Understanding confirming the rights of the property owner. See § 110-3, M.C.C. However, Petitioners (and their realtor) did not complete appropriate due diligence; they simply checked with an unidentified County employee and without any other assurance purchased the property.[4]

8. In May 2012, Petitioners' agent, Randy Wall, a builder and former Planning Commissioner but not an attorney, met with a representative of the County Building Department to begin the process of securing approval to build a single-family residence on the property. Mr. Wall was advised that the zoning on the property was SR, which allows only one dwelling unit per two acres. This was confirmed in an email dated July 13, 2012, from the Assistant Director of Planning, which stated as follows:

> The parcel has a zoning designation of SR which requires Two (2) acres per residential unit. As noted by planning staff, this parcel does not have sufficient land area for the zoning and associated density.

9. At the meeting, Mr. Wall also inquired about the possibility of changing the zoning on the property from SR to IS (which would allow construction of a single-family home), but decided not to pursue that option because he recognized the poor prospects of securing a zoning change for a single lot in a large subdivision, when scores of other lots were subject to the same restriction. He assumed, probably correctly, that this might invite a spot zoning challenge.

10. Other than having a discussion with County representatives, Mr. Wall did nothing more. He did not file an application for a residential dwelling unit allocation under the County's ROGO process, or any other formal application for

relief, such as a change in the zoning district or land use designation, a variance, or an exception.

11. Believing that the County staff would "fix the problem" because the County had made "a mistake" in reclassifying the entire subdivision as SR, Mr. Wall prepared and filed a BUD application, which was eventually deemed to be complete on September 27, 2013. The BUD process is intended "to provide a means to resolve a landowner's claim that a [LDR] or comprehensive plan policy has had an unconstitutional effect on property in a nonjudicial forum." § 102-103(a), M.C.C.

12. An applicant for a BUD must include a statement "describing the [LDR], comprehensive plan policy, or other final action of the county, which the applicant believes necessitates relief under this division." § 102-105(b)(5), M.C.C. The application at issue simply stated that "the adoption of the land use designation of SR for the subdivision of Bay Haven constituted a compensable taking." The application did not refer to any comprehensive plan policy or final action taken by the County. As relief, the application requested that the County take one of the two following actions: (a) change the Future Land Use Map and zoning designations to allow a residence to be built on the lot; or (b) notwithstanding the SR zoning, issue a permit for development.

13. The BUD process requires applicants to state whether they are alleging a facial or as-applied regulatory taking as the basis for administrative relief. See § 102-104, M.C.C. Unless a landowner asserts that a LDR or comprehensive plan provision, on its face, has caused a taking of his property, relief is permitted only after "the landowner has received a final decision on development approval applications from the county, including building permit allocation system allocations, appeals, administrative relief pursuant to section 138-54, and other available relief, exceptions, or variances." Id.

14. Mr. Wall did not formally apply for any type of development approval and received no final decision, as contemplated by the Code. However, Mr. Wall testified that he "understood" the County was waiving that requirement in this instance. He also stated in the application that "Joe Haberman contracted [sic] the Beauchamps and informed them that staff had deemed this phase unnecessary and to move directly to submitting a [BUD] application." Other than this assertion, there is no evidence to confirm this understanding, and the County's Principal Planner testified that a waiver had not been granted. She also confirmed that no development approval application had been filed, and no final decision had been made, both required by the Code in order to seek relief under an "as applied"

theory. Therefore, rightly or wrongly, as plainly stated in the application, Petitioners' basis for relief is that the LDR on its face constitutes a taking of their property.[5]

15. Besides a single-family home, which is impermissible here due to size limitations of the lot, two other uses are permitted as of right in the SR district: community parks and beekeeping. See § 130-94, M.C.C. Also, a property owner may apply for a minor conditional use, subject to approval by the Planning Director. Permissible minor conditional uses include public or private community tennis courts and swimming pools; public buildings and uses; parks and community uses; institutional uses; and churches, synagogues, and houses of worship. Id. However, Mr. Beauchamp testified that he is not interested in any of these uses since he believes most, if not all, would be offensive to a residential neighborhood or simply impractical due to the size of his lot. The property can also be sold to the owners of adjacent Lot 11 to be used as a side yard, its use before being purchased by Petitioners. Finally, the Principal Planner testified that there are transferable development rights (TDRs) on the property, whose value at this time is unknown. See § 130-160, M.C.C. Therefore, the Beauchamps are not deprived of all economically beneficial use of their property. Cf. § 102-110(c), M.C.C. ("[t]he highest,

common, or expected use, is not intended as an appropriate remedy, unless expressly required by applicable statute or case law").

16. There was no evidence from a property appraiser on the fair market value of the parcel, as encumbered by the regulation.

CONCLUSIONS OF LAW

17. Pursuant to a contract with DOAH, after a BUD application is determined to be complete, it is transmitted to a special magistrate (administrative law judge) to set a hearing date. See § 102-105(d)(2), M.C.C. The hearing process is governed by the following broad guidelines established in subsection 102-106(b):

> At the hearing, the landowner or landowner's representative shall present the landowner's case and the planning director or the planning director's representative shall represent the county's case. The special magistrate may accept briefs, evidence, reports, or proposed recommendations from the parties.

18. Section 102-109(a) provides that relief under the BUD process:

> may be granted where a court of competent jurisdiction likely would determine that a final action by the county has caused a taking of property and a judicial finding of liability would not be precluded by a cognizable defense, including lack of investment-backed expectations, statute of

limitations, laches, or other preclusions of relief."

19. The applicant has the burden of showing that relief is appropriate. See § 102-109(b), M.C.C.

20. An applicant must allege and then prove (a) that the enactment of a LDR or comprehensive plan provision, on its face, constitutes a taking of the property; or (b) that "other final action" has been taken on a development approval application, which results in a taking of the property.

21. The statute of limitations for the two remedies begins to run at different times. For a facial takings claim, it begins to run on the date of the enactment of the regulation effectuating the alleged taking. Collins v. Monroe Cnty., 999 So. 2d 709, 713 (Fla. 3d DCA 2008). For an as-applied takings claim, it does not begin to run until the property owner has obtained a final decision from the land use authority regarding the application of the regulations to the property. See Beyer v. City of Marathon, 37 So. 3d 932, 934 (Fla. 3d DCA 2010).

22. If the statute of limitations has run, or the zoning ordinance does not preclude all development of the property, a takings claim must necessarily fail. Beyer at 934; Collins at 713. Here, the four-year statute of limitations accrued with the enactment of the 1986 zoning ordinance and precludes a finding of liability on the part of the County. See § 102-109,

M.C.C. While the parties dispute the economic productivity of the other uses allowed on the property, it was not disputed that the Code permits other uses; the parcel can be sold to the owners of adjacent Lot 11 to be used as a side yard; and there are TDRs associated with the parcel that can be used for other purposes. Therefore, even if the claim had been timely filed, the mere enactment of the regulation did not constitute a taking of all economic value of the land.

23. For an as-applied takings claim to be considered ripe, a property owner must have taken reasonable and necessary steps to allow the County to exercise its judgment regarding development plans, including the opportunity to grant waivers and variances or other relief. See Collins at 716; § 102-104, M.C.C. Petitioners suggest, however, that given the circumstances here, the filing of a development application would be futile. Although the final action prerequisite may be satisfied by proof that attempts to comply would be futile, futility is not established until at least one meaningful application has been filed. Glisson v. Alachua Cnty., 558 So. 2d 1030, 1036 (Fla. 1st DCA 1990)(quoting Unity Ventures v. Lake Cnty., 841 F.2d 770, 775 (7th Cir. 1987)). It is undisputed that no "meaningful application" has been filed, and no final action has been taken. Also, there is insufficient proof to

establish that the County intended to waive this requirement. Therefore, even if the Beauchamps' application does not implicate a facial takings claim, an as-applied claim is not yet ripe and should be denied.

24. In summary, a court of competent jurisdiction likely would determine that a final action of the county has not caused a taking of property and a judicial finding of liability would be precluded by a cognizable defense. See § 102-109, M.C.C. Therefore, the application should be denied.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED that the Board of County Commissioners deny Petitioners' application for relief under the BUD Ordinance.

DONE AND ENTERED this 10th day of July, 2014, in Tallahassee, Leon County, Florida.

D. R. Alexander

D. R. ALEXANDER
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
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Filed with the Clerk of the
Division of Administrative Hearings
this 10th day of July, 2014.

ENDNOTES

[1] Even though the County gave timely and proper notice that a new zoning code and comprehensive plan were being adopted, Petitioners' agent, Mr. Wall, opined that many property owners, including himself, were unaware of the ramifications of the changes and failed to contest the LDRs or otherwise take any interest in the amendment process.

[2] At the direction of the State, the ROGO was implemented in order to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of the County. ROGO is a competitive permit allocation system whereby those applications with the highest scores are awarded building permits. Even though there are currently more than 8,000 privately owned vacant lots in unincorporated Monroe County, Florida Administrative Code Rule 28-20.140 allows the County to issue only 197 building permits per year for new residential development within unincorporated Monroe County in order to maintain established hurricane evacuation clearance times. This limitation on ROGO permits extends through the year 2023. See County Ex. 1, Staff Report, pp. 12-13.

[3] The undersigned finds it puzzling that a licensed realtor in the Keys would be unfamiliar with zoning districts, related development restrictions, and the appropriate steps necessary to verify that information.

[4] The record does not show how many times the property was sold between 1986 and 2006. In any event, the undersigned assumes the latest sellers failed to disclose the SR zoning restrictions when they sold the property to the Beauchamps in 2006.

[5] At hearing, and in their Proposed Recommended Order, Petitioners took the position that their application implicated an as-applied takings claim. They did not directly respond to the County's treatment of the application as a facial takings claim.

COPIES FURNISHED:

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NOTICE OF FURTHER RIGHTS

This Recommended Order will be considered by the Board of County Commissioners at a public hearing. See § 102-108, M.C.C. The time and place of such hearing will be noticed by the County.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016
Bulk Item: Yes ____ No _X__

Department: Planning & Environmental Resources
Staff Contact Person/Phone #: Mayté Santamaria 289-2500

AGENDA ITEM WORDING: A public hearing to consider a resolution transmitting to the State Land Planning Agency an ordinance by the Monroe County Board of County Commissioners amending Monroe County Comprehensive Plan by creating a definition of offshore island; amending Policies 101.5.8 and 101.13.5 within the Future Land Use Element and Policy 207.1.2 within the Conservation and Coastal Management Element to further clarify the development of offshore islands; providing for severability; providing for repeal of conflicting provisions; providing for transmittal to the State Land Planning Agency and the Secretary of State; providing for inclusion in the Monroe County Comprehensive Plan; providing for an effective date. (Legislative Proceeding)

ITEM BACKGROUND:
A special BOCC public hearing was held on October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and the hearing was continued to December 10, 2014, to discuss the following:

- BOCC directed staff to work on an inventory/data of privately-owned offshore islands. Staff to present draft during the regular December BOCC meeting.

During the regular December 10, 2014 BOCC meeting, a public hearing was held to discuss proposed height and offshore island policies and to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO). The BOCC directed staff to maintain the existing adopted height and offshore island policies and to process separate amendments to address these topics. A transmittal hearing was set for January 14, 2015 for the proposed the Monroe County 2030 Comprehensive Plan.

During the special January 14, 2015, BOCC transmittal hearing, the BOCC directed the Planning & Environmental Resources Department to process an interim development ordinance which defers the acceptance of applications that include the Transfer of Development Rights to offshore islands, Transfer of ROGO Exemptions to offshore islands, tier amendments for offshore islands, Map Amendments or Text Amendments having the effect of increasing development potential on offshore islands until such time as a comprehensive plan amendment process is completed regarding offshore islands.

During the regular January 21, 2015 BOCC meeting, the Monroe County Board of County Commissioners adopted Resolution No. 022-2015 directing the Monroe County Planning and Environmental Resources Department to process an Ordinance to defer the approval of applications for the transfer of development rights to offshore islands, transfer of ROGO exemptions to offshore islands, tier amendments for offshore islands, map amendments for offshore islands to increase potential density or intensity and text amendments to increase development potential (density/intensity).

The Monroe County Board of County Commissioners held a public hearing on April 15, 2015, and adopted Ordinance 011-2015 to defer the approval of applications that include the Transfer of Development Rights to offshore islands, Transfer of ROGO Exemptions to offshore islands, tier amendments for offshore islands, Map Amendments or Text Amendments having the effect of increasing development potential on offshore islands, commencing January 21, 2015, until such time as a comprehensive plan amendment process is completed regarding offshore islands. The proposed interim development ordinance shall provide for a sunset date no greater than 365 days from its effective date or when the comprehensive plan amendments become effective, whichever comes first. [365 days from effective = July 22, 2016]

County staff separated the proposed text amendments for offshore islands into a stand-alone amendment. The Monroe County Development Review Committee considered the proposed amendment at regularly scheduled meetings held on March 24, 2015, May 26, 2015, August 25, 2015, October 27, 2015 and January 26, 2016, and incorporated revisions based upon public input.

The Monroe County Planning Commission considered the proposed amendment at a regularly scheduled meeting held on February 24, 2016 and recommended approval to the BOCC. The Planning Commission recommended an edit to Policy 207.1.2 to include that the County Biologist will verify data and surveys submitted to document a bird rookery.

Currently, the Monroe County Comprehensive Plan allows the transfer of ROGO exemptions (TREs) to Tier III receiver areas within the same ROGO-subarea. Further, the Monroe County Comprehensive Plan currently allows Transferable Development Rights (TDRs) to be transferred off specific habitat types (hammock, wetlands, etc.) and certain zoning districts, such as lands designated as Offshore Island (OS) *zoning* category, to receiver sites with a max net density [Policy 101.13.3 – The Maximum Net Density is the maximum density allowable with the use of TDRs, and shall not exceed the maximum densities established in this plan].

The proposed text amendment continues to disallow the transfer of TREs or TDRs to Tier I, II and III-A or to properties with a FLUM designation without a maximum net density. In addition, the proposed amendment also adds for clarification purposes that TREs and TDRs cannot be transferred to any offshore island. A definition of offshore island is also proposed as follows: *an area of land, surrounded by water, which is not directly or indirectly connected to U.S. 1 by a bridge, road or causeway.*

All offshore islands identified (see Exhibit 5 of staff report) have a Future Land Use designation that does not have a max net density (i.e. no transfer of TDRs permitted) or a Tier I designation (i.e. no transfer of TREs), except for the parcels identified in the table below (yellow = FLUM with a max net density, purple = no FLUM and red= no tier designation):

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Palo Alto Keys	1	00091410-000000	Undesignated			OS	0.10	0.00	I	0.00	0.36
Card Sound Road	3	00091240-000000	RM	1.00	0.71	OS	0.10	0.07	Undesignated	0.71	66.62
	3	00091230-000000	RM	1.00	0.16	OS	0.10	0.02	Undesignated	0.16	7.19
Tavernier Key	6	00091720-000000	MC	6.00	0.00	OS	0.10	0.00	I	0.00	20.65
Cotton and Wilson Keys	7	00097090-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	30.18
	7	00097110-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	19.32
Spoil Island - MM 73	8	00098100-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	3.43
Molasses Keys	11	00106200-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	6.38
Little Money Key	12	00106140-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.55
Money Key	12	00106180-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.10
Rachael Carlson Key	13	00105920-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.05
Little Palm Island	16 & 18	00107880-000000	MC	6.00	25.20	DR	1.00	4.20	I	4.20	4.20
Gopher Key	23	00107780-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	7.87
Buttonwood Key	25	00116780-000000	C	0.00	0.00	OS	0.10	0.00	Undesignated	0.00	0.21
West Harbor Key	32	00116200-000000	Undesignated			OS	0.10	0.00	I	0.00	50.17
Wisteria Island	33	00123950-000000	Undesignated			OS	0.10	1.87	Undesignated	18.70	39.03
Ballast Key	34	00124030-000000	Undesignated			OS	0.10	1.31	Undesignated	13.10	14.28
										approximation for Ballast Key	

Density or *allocated density* means the number of dwelling units or rooms allocated per gross acre of land by the plan.
Gross acre means the total area of a site excluding submerged lands, tidally inundated mangroves, not to exceed mean high tide, and any publicly dedicated rights-of-way.

While not the subject of this text amendment, the following offshore islands do not have a tier designation (red= no tier designation in the table above): Card Sound Road, Tavernier Key, Cotton & Wilson Keys, Spoil Island (MM73), Molasses Keys, Little Money Key, Money Key, Rachael Carlson Key, Gopher Key, Buttonwood Key, Wisteria Island and Ballast Key. Pending the status of the interim development order and this text amendment, staff will process future tier designation (map overlay) amendments through the public process.

PREVIOUS RELEVANT BOCC ACTION:

On July 23, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On October 7, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to December 10, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On December 10, 2014, the BOCC held a public hearing (transmittal hearing) and reviewed, discussed and provided direction on proposed elements of the 2030 Comprehensive Plan related to height and offshore islands. The BOCC continued the transmittal hearing to January, 14, 2015, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency. The BOCC directed staff to process separate amendments for height and offshore islands (not to include within the 2030 Comprehensive Plan)

On January 14, 2015, the BOCC held a special public hearing (transmittal hearing) and voted to transmit the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency (without the amendments for height and offshore islands).

On January 21, 2015, the Monroe County Board of County Commissioners adopted Resolution No. 022-2015 directing the Monroe County Planning and Environmental Resources Department to process an Ordinance to defer the approval of applications for the transfer of development rights to offshore islands, transfer of ROGO exemptions to offshore islands, tier amendments for offshore islands, map amendments for offshore islands to increase potential density or intensity and text amendments to increase development potential (density/intensity).

On April 15, 2015, the BOCC held a public hearing and adopted Ordinance 011-2015 to defer the approval of applications that include the Transfer of Development Rights to offshore islands, Transfer of ROGO Exemptions to offshore islands, tier amendments for offshore islands, Map Amendments or Text Amendments having the effect of increasing development potential on offshore islands, commencing January 21, 2015, until such time as a comprehensive plan amendment process is completed regarding offshore islands. The proposed interim development ordinance shall provide for a sunset date no greater than 365 days from its effective date or when the comprehensive plan amendments become effective, whichever comes first.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Staff recommends approval.

TOTAL COST:_____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**____ **Year** ____

APROVED BY: County Atty __X__ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included __X__ Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. _ - 2016

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING A DEFINITION OF OFFSHORE ISLAND; AMENDING POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICY 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS.

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal to the Florida Land Planning Agency and Reviewing Agencies as defined in Section 163.3184(1)(c), Florida Statutes for review and comment of the proposed amendments to the Monroe County Year 2010 Comprehensive Plan which is identified as the Monroe County Year 2030 Comprehensive Plan; and

WHEREAS, the Monroe County Planning Commission and the Monroe County Board of County Commissioners support the requested text amendments;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1: The Board of County Commissioners does hereby adopt the recommendation of the Planning Commission to transmit the draft ordinance, attached as Exhibit A, for adoption in the Monroe County Comprehensive Plan.

Section 2. The Monroe County staff is given authority to prepare and submit the required transmittal letter and supporting documents for the proposed amendment in accordance with the requirements of Section 163.3184(4), Florida Statutes.

Section 4. The Clerk of the Board is hereby directed to forward a certified copy of this resolution to the Director of Planning.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the _____ day of _____, 2016.

Mayor Heather Carruthers _____
Mayor *Pro Tem* George Neugent _____
Commissioner Danny L. Kolhage _____
Commissioner David Rice _____
Commissioner Sylvia Murphy _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Steven T. Williams
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 3/7/16

MONROE COUNTY, FLORIDA
ORDINANCE NO. __-2016

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING A DEFINITION OF OFFSHORE ISLAND; AMENDING POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICY 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Monroe County, at a special meeting on January 14, 2015, unanimously passed a motion to direct staff to impose a temporary moratorium upon certain development applications of Offshore Islands due to pending legislation; and

WHEREAS, Monroe County is currently in the process of updating its Comprehensive Plan, to the 2030 Comprehensive Plan which includes updates and revisions on policies regulating development on all lands within the County, including Offshore Islands; and

WHEREAS, on December 10, 2014, the Board of County Commissioners directed that pending and proposed new Comprehensive Plan amendments specifically concerning Offshore Islands and building height restrictions be removed from the larger Comprehensive Plan update project and that each be considered as a separate and distinct Comprehensive Plan Amendment to be voted upon and submitted to the State of Florida separately from the rest of the cumulative Comprehensive Plan update project package; and

WHEREAS, the Comprehensive Plan amendment process remains pending and an ongoing process, an ordinance to prohibit new applications from being processed is necessary to ensure new Amendment(s) regarding Offshore Islands are fully evaluated, including the provision of public participation in the planning process; and

WHEREAS, during a special meeting of the Board of County Commissioners to consider the transmittal of the 2030 Comprehensive Plan amendment package on January 14, 2015, a discussion was held and motion made and passed to direct staff not to accept any applications regarding Offshore Islands that would involve a Transfer of Development Rights to Offshore Islands, Transfer of ROGO

Exemptions to Offshore Islands, and Map Amendments or Text Amendments that would bring about increased density or intensity to Offshore Islands; and

WHEREAS, during the regular January 21, 2015 BOCC meeting, the Monroe County Board of County Commissioners adopted Resolution No. 022-2015 directing the Monroe County Planning and Environmental Resources Department to process an Ordinance to defer the approval of applications for the transfer of development rights to offshore islands, transfer of ROGO exemptions to offshore islands, tier amendments for offshore islands, map amendments for offshore islands to increase potential density or intensity and text amendments to increase development potential (density/intensity).

WHEREAS, the Monroe County Board of County Commissioners held a public hearing on April 15, 2015, and adopted Ordinance 011-2015 to defer the approval of applications that include the Transfer of Development Rights to offshore islands, Transfer of ROGO Exemptions to offshore islands, tier amendments for offshore islands, Map Amendments or Text Amendments having the effect of increasing development potential on offshore islands, commencing January 21, 2015, until such time as a comprehensive plan amendment process is completed regarding offshore islands. The proposed interim development ordinance shall provide for a sunset date no greater than 365 days from its effective date or when the comprehensive plan amendments become effective, whichever comes first; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at regularly scheduled meetings held on March 24, 2015, May 26, 2015, August 25, 2015, October 27, 2015 and January 26, 2016; and

WHEREAS, the Monroe County Planning Commission considered the proposed amendment at a regularly scheduled meetings held on February 24, 2016; and

WHEREAS, the Planning Commission recommended revisions be made to Policy 206.1.2 and recommended approval of the proposed amendment; and

WHEREAS, the Board of County Commissioners held a public hearing on March 23, 2016, provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process, to transmit comprehensive plan amendments to the State Land Planning Agency and Reviewing Agencies as defined in Section 163.3184(1)(c), Florida Statutes for review and comment; and

WHEREAS, the Board of County Commissioners _____; and

WHEREAS, on _____, the State Land Planning Agency issued its Objections, Recommendations, and Comments (ORC) report. The ORC report states_____; and

WHEREAS, as a response to the ORC Report, Monroe County _____.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT:

Section 1. The Monroe County 2010 Comprehensive Plan is amended as shown. (Deletions are ~~stricken through~~ and additions are underlined. Items in *italics* were included in the January 14, 2015 Comp Plan transmittal and reflect direction from the BOCC on March 1, 2016.)

Policy 101.~~5~~6.8

Monroe County ~~may develop a program, called~~ shall maintain a Transfer of ROGO Exemption (TRE~~),~~) program, that ~~would allow~~allows for the transfer off-site of dwelling units, hotel rooms, campground/recreational vehicle spaces and/or mobile homes to another site in the same ROGO sub-area, provided that they are lawfully existing and can be accounted for in the County's hurricane evacuation model. Dwelling units may be transferred as follows:

a. between sites in the Upper Keys ROGO sub-area;

b. between sites in the Lower Keys ROGO sub-area;

c. between sites in the Big Pine Key and No Name Key ROGO sub-area;

i. units from the Big Pine Key and No Name Key ROGO sub-area may also be transferred to the Lower Keys ROGO subarea.

No sender units may be transferred to an area where there are inadequate facilities and services. ~~In addition, the receiver site shall be located within a Tier III area outside a designated Special Protection Area and for a receiver site on Big Pine Key and No Name Key, the sending site shall also be located on one of those two islands.~~

Sender Site Criteria:

1. *Contains a documented lawfully-established sender unit recognized by the County; and*
2. *Located in a Tier I, II, III-A or Tier III designated area; including any tier within the County's Military Installation Area of Impact (MIAI) Overlay.*

Receiver Site Criteria:

1. *The Future Land Use category and Land Use (Zoning) District must allow the requested use;*
2. *Must meet the adopted density standards;*
3. *Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);*
4. *Located within a Tier III designated area;*
5. *Structures are not located in a velocity (V) zone or within a CBRS unit*; and
6. Is not an offshore island.

~~Policy 101.13.4~~

~~In conjunction with the evaluation of the existing TDR program pursuant to Policy 101.13.2, parcels within the following habitats and land use districts shall be designated as sender sites for Transferable Development Rights (TDRs):~~

~~Any parcel within these zoning categories:~~

~~Offshore Island (OS) Sparsely Settled (SS)~~
~~Main land Native (MN) Parks and Refuge (PR)~~
~~Native (NA) Conservation (C)~~

~~Habitat of the following types which lie within any zoning category:~~

~~Freshwater wetlands~~

~~*Saltmarsh/Buttonwood wetlands*~~
~~*High quality high hammock*~~
~~*High quality low hammock*~~
~~*Moderate quality high hammock*~~
~~*Moderate quality low hammock*~~
~~*High quality pinelands*~~
~~*Low quality pinelands*~~
~~*Beach/berm*~~
~~*Palm Hammock*~~
~~*Cactus Hammock*~~
~~*Disturbed Wetlands*~~

~~Policy 101.13.5~~3

~~*In conjunction with the evaluation of the TDR program pursuant to Policy 101.13.2 and no later than one year from the date when the County's Geographic Information System is fully functional, Monroe County shall map potential TDR sender and receiver sites as specified in Policy 101.13.4, and shall map parcels from which development rights have been transferred. These maps shall be updated as necessary and made available to Growth Management staff and public for use in the development review process.*~~

Transfer of Development Rights program sender and receiver sites are subject to the following transfer conditions:

Sender Site Criteria:

1. *Property has development rights to transfer.*
2. *Located in a Tier I, II, III-A or Tier III designated area; including any tier within the County's Military Installation Area of Impact (MIAI) Overlay.*

Receiver Site Criteria:

1. *The Future Land Use category and Land Use (Zoning) District must allow the requested use;*
   - *Liveable CommuniKeys Community Centers shall be encouraged as receiving areas for transfer of development rights.*
2. *Must have an adopted maximum net density standards;*
3. *Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.)*
4. *Located within a Tier III designated area;*
5. *Is not located within a designated CBRS unit*; and
6. Is not an offshore island

Policy ~~207~~206.1.2

Development shall be prohibited on offshore islands (including spoil islands) which have been documented as an established bird rookery, based on resource agency best available data or survey as verified by the County Biologist. As used in this policy, established bird rookery refers to the location where colonial birds nest together (location in which a bird lays and incubates its eggs and raises its young). The nesting area may include nest structures, shallow depression in sand, soil or vegetation, crevices in the rocks, burrows, and cavities. ~~*as identified on the current Protected Animal Species Map. [9J-5.012(3)(c)1; 9J-5.013(2)(c)5 and 6]*~~

Glossary:

Bird Rookery means a communal nesting ground for gregarious birds.

Native Upland Vegetation/Habitat (also Upland Native Vegetation/Habitat) means native plant species, either new growth or mature, occurring within native upland plant communities including pinelands, cactus hammocks, palm hammocks or tropical hardwood hammocks.

Nesting Areas (for birds) means those areas that birds use for nesting. This applies to wading birds, hawks, falcons, seabirds, shorebirds, and any bird species federally or state-listed as endangered, threatened, or a species of special concern. This definition does not apply to non-native invasive or nuisance species.

Offshore Island means an area of land, surrounded by water, which is not directly or indirectly connected to U.S. 1 by a bridge, road or causeway.

Upland means the area of a site landward of mean high water, excluding submerged lands and tidally inundated mangroves.

Upland Native Vegetation/Habitat (see Native Upland Vegetation/Habitat)

Section 2. Severability. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. Transmittal. This ordinance shall be transmitted by the Planning Department to the Florida State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. Filing and Effective Date. This ordinance shall be filed in the Office of the Secretary of State of Florida, but shall not become effective until a notice is issued by the Florida State Land Planning Agency or Administration Commission finding the amendment in compliance, and if challenged until such challenge is resolved pursuant to Chapter 120, F.S.

Section 6. Inclusion in the Comprehensive Plan. The amendment shall be incorporated in the Monroe County Comprehensive Plan. The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____, 2016.

Mayor Heather Carruthers	_____
Mayor *Pro Tem* George Neugent	_____
Commissioner Danny L. Kolhage	_____
Commissioner David Rice	_____
Commissioner Sylvia Murphy	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Heather Carruthers

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 3/7/16

MEMORANDUM
MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: Monroe County Board of County Commissioners

From: Mayté Santamaria, Senior Director of Planning & Environmental Resources
Emily Schemper, Comprehensive Planning Manager

Date: March 4, 2016

Subject: AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING A DEFINITION OF OFFSHORE ISLAND; AMENDING POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICY 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (File 2015-007)

Meeting: March 23, 2016

I. REQUEST

The Monroe County Planning & Environmental Resources Department is proposing an amendment to revise the policies related to the development of offshore islands in regards to the use of transfer of development rights (TDRs) and transfer of ROGO exemptions (TREs).

II. BACKGROUND INFORMATION

The County has been working on the Comprehensive Plan update and has held numerous public hearings on the proposed amendments. Most recently, the Board of County Commissioners (BOCC) held special public meetings on March 21, 2014, April 23, 2014 and May 22, 2014, to review proposed amendments to the Comprehensive Plan. A special BOCC public hearing was held on July 23, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and this hearing was continued to October 7, 2014.

The Monroe County Board of County Commissioners held a special meeting on October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030

Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and the hearing was continued to December 10, 2014, to discuss the following:

- *Policies 101.5.31 and 101.5.32: BOCC directed staff to work on height policies for addressing the replacement of existing buildings which exceed the 35ft height limit, architectural features, flood protection purposes and affordable housing. Staff to present drafts during the regular December BOCC meeting.*
- *BOCC directed staff to work on an inventory/data of privately-owned offshore islands. Staff to present draft during the regular December BOCC meeting.*

During the regular December 10, 2014 BOCC meeting, a public hearing was held to discuss proposed height and offshore island policies and to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the DEO. The BOCC directed staff to maintain the existing adopted height and offshore island policies and to extract the proposed changes to the offshore island policies and process it as a separate amendment. A special BOCC transmittal hearing was set for January 14, 2015 for the proposed the Monroe County 2030 Comprehensive Plan.

The Monroe County Board of County Commissioners, at a special meeting on January 14, 2015, unanimously passed a motion to direct staff to impose a temporary suspension upon certain development applications of Offshore Islands due to pending legislation (updates to the Comprehensive Plan).

During the regular January 21, 2015 BOCC meeting, the Monroe County Board of County Commissioners adopted Resolution No. 022-2015 directing the Monroe County Planning and Environmental Resources Department to process an Ordinance to defer the approval of applications for the transfer of development rights to offshore islands, transfer of ROGO exemptions to offshore islands, tier amendments for offshore islands, map amendments for offshore islands to increase potential density or intensity and text amendments to increase development potential (density/intensity).

DRC: At its regularly scheduled meeting on March 24, 2015, the Monroe County Development Review Committee reviewed the proposed text amendment and held a workshop format meeting to allow for extensive public review and comment. The information provided in the staff report and comments from the public were discussed at the meeting. The text amendment was continued to a future DRC meeting to allow for additional public review, input and discussion early in the process. Minutes from the March 24, 2015 DRC are attached as Exhibit 1.

DRC: At its regularly scheduled meeting on May 26, 2015, the Monroe County Development Review Committee reviewed the proposed text amendment and held a workshop format meeting to allow for extensive public review and comment. The information provided in the staff report and comments from the public were discussed at the meeting. The text amendment was continued to a future DRC meeting to allow for additional public review, input and discussion early in the process. Minutes from the May 26, 2015 DRC are attached as Exhibit 2.

DRC: At its regularly scheduled meeting on August 25, 2015, the Monroe County Development Review Committee reviewed the proposed text amendment and held a workshop format meeting to allow for extensive public review and comment. The information provided in the staff report

and comments from the public were discussed at the meeting. The text amendment was continued to a future DRC meeting to allow for additional public review, input and discussion early in the process. Minutes from the August 25, 2015 DRC are attached as Exhibit 3.

DRC: At its regularly scheduled meeting on October 27, 2015, the Monroe County Development Review Committee reviewed the proposed text amendment and held a workshop format meeting to allow for extensive public review and comment. The information provided in the staff report and comments from the public were discussed at the meeting. The text amendment was continued to a future DRC meeting to allow for additional public review, input and discussion early in the process. Minutes from the October 27, 2015 DRC are attached as Exhibit 4.

DRC: At its regularly scheduled meeting on January 26, 2016, the Monroe County Development Review Committee reviewed the proposed text amendment and provided for public review and comment. The information provided in the staff report and comments from the public were discussed at the meeting. Approved minutes from the January 26, 2016 DRC are not available as of the date of this staff report.

PC: At its regularly scheduled meeting on February 24, 2016, the Monroe County Planning Commission reviewed the proposed text amendment, provided for public review and comment and recommended approval of the proposed amendments with revisions to Policy 206.1.2. The information provided in the staff report and comments from the public were discussed at the meeting. Approved minutes from the February 24, 2016 PC are not available as of the date of this staff report.

III. ANALYSIS OF PROPOSED AMENDMENT

The proposed changes relate to where development, in terms of the transfer of development rights (density) and transfer of ROGO exemptions (lawfully-established unit) are directed.

Transfer of ROGO exemptions or TREs:

The existing Comprehensive Plan Policy 101.5.8 allowed for the transfer of units, based on the following criteria: *occurs within the same ROGO sub-area, provided the units are lawfully existing and can be accounted for in the County's hurricane evacuation model. In addition, the receiver site shall be located within a Tier III area outside a designated Special Protection Area and for a receiver site on Big Pine Key and No Name Key, the sending site shall also be located on one of those two islands.*

The new proposed policy expands the criteria to provide additional standards and utilize the Tier System:

Sender Site must be located in a Tier I, II, or III-A designated area; or any tier designation within the County's Military Installation Area of Impact (MIAI) Overlay.

Receiver Site criteria:

- The Future Land Use category and Land Use (Zoning) District must allow the requested use;
- Must meet the adopted density standards;

- Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);
- Located within a Tier III designated area; and
- Structures are not located in a velocity (V) zone or within a CBRS unit.

Transfer of development rights or TDRs:

The existing Comprehensive Plan Policy 101.13.4 (TDR) specifies habitat types (hammock, wetlands, etc.) and certain zoning districts that are allowable sender sites for TDRs. The *Offshore Island (OS) zoning category* is specifically identified as an eligible sender site (note, this does not mean the general/glossary term of offshore island: an area of land, surrounded by water, which is not directly or indirectly connected to U.S. 1 by a bridge, road or causeway - *it is the zoning category*).

The new proposed Policy 101.13.3 (TDR) utilizes Tier designation to specify allowable sender sites because it reflects both the habitat types and several of the zoning districts utilized in existing Policy 101.13.4.

Tier designations are based mainly on the environmental characteristics of the land and other items such as: Tier 1 category (Policy 205.1.1) includes lands within state/federal acquisition boundaries; known locations of threatened and endangered species; and lands designated as Conservation and Residential Conservation on the Future Land Use Map (FLUM) (*note, the Offshore Island (OS) zoning category falls under the Residential Conservation FLUM*).

TDRs are utilized by applicants to get enough density to build proposed dwelling units - both residential and transient. Specifically, maximum net density is the maximum density allowed with the use of TDRs (Policy 101.13.3).

The new proposed Policy 101.13.3 also utilizes Tier designation to specify receiver sites for TDRs. Under the new policy, only parcels designated as Tier III – infill areas, may be receiver sites. The policy also specifies that receiver sites must have an adopted maximum net density standard.

INVENTORY/DATA OF PRIVATELY-OWNED OFFSHORE ISLANDS:

During the Comprehensive Plan update, the BOCC requested an inventory/data of privately-owned offshore islands. This information is attached as Exhibit 4 (table) and Exhibit 5 (maps).

For these exhibits, staff utilized the previously proposed definition of offshore island which means an area of land, surrounded by water, which is not directly or indirectly connected to U.S. 1 by a bridge, road or causeway.

Additionally, staff utilized the County's GIS data to provide Future Land Use Map (FLUM) designation, Land Use (Zoning) District, Tier designation and approximate upland acres for each privately owned offshore island.

All offshore islands identified have a Future Land Use designation that does not have a max net density (i.e. no transfer of TDRs permitted) or a Tier I designation (i.e. no transfer of TREs), except for:

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Palo Alto Keys	1	00091410-000000	Undesignated			OS	0.10	0.00	I	0.00	0.36
Card Sound Road	3	00091240-000000	RM	1.00	0.71	OS	0.10	0.07	Undesignated	0.71	66.62
	3	00091230-000000	RM	1.00	0.16	OS	0.10	0.02	Undesignated	0.16	7.19
Tavernier Key	6	00091720-000000	MC	6.00	0.00	OS	0.10	0.00	I	0.00	20.65
Cotton and Wilson Keys	7	00097090-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	30.18
	7	00097110-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	19.32
Spoil Island - MM 73	8	00098100-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	3.43
Molasses Keys	11	00106200-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	6.38
Little Money Key	12	00106140-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.55
Money Key	12	00106180-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.10
Rachael Carlson Key	13	00105920-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.05
Little Palm Island	16 & 18	00107880-000000	MC	6.00	25.20	DR	1.00	4.20	I	4.20	4.20
Buttonwood Key	25	00116780-000000	C	0.00	0.00	OS	0.10	0.00	Undesignated	0.00	0.21
West Harbor Key	32	00116200-000000	Undesignated			OS	0.10	0.00	I	0.00	50.17
Wisteria Island	33	00123950-000000	Undesignated			OS	0.10	1.87	Undesignated	18.70	39.03
Ballast Key	34	00124030-000000	Undesignated			OS	0.10	1.31	Undesignated	13.10	14.28
										approximation for Ballast Key	

Density or *allocated density* means the number of dwelling units or rooms allocated per gross acre of land by the plan.
Gross acre means the total area of a site excluding submerged lands, tidally inundated mangroves, not to exceed mean high tide, and any publicly dedicated rights-of-way.

Based on the data analyzed, the following offshore islands appear to have residential development potential; however, it should be noted that Wisteria Island and Ballast Key do not have a FLUM or Tier designation:

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Pumpkin Key	2	00091210-000100 00091210-000200 00091210-000600 00091210-000300 00091210-000000 00091210-000700 00091210-001000 00091210-001400 00091210-001200 00091210-001500 00091210-000800 00091210-000500 00091210-000400 00091210-001600 00091210-001100 00091210-000900 00091210-001300	RM	1/lot	17	IS	1/lot	17	ORCA	24.18	25.05
Toms Harbor Keys	10	00098970-000000	RC	0.25	2.66	OS	0.10	1.07	I	10.65	49.40
Little Palm Island	16 & 18	00107880-000000	MC	6.00	25.20	DR	1.00	4.20	I	4.20	4.20
Wisteria Island	33	00123950-000000	Undesignated			OS	0.10	1.87	Undesignated	18.70	39.03
Ballast Key	34	00124030-000000	Undesignated			OS	0.10	1.31	Undesignated	13.10	14.28
										approximation for Ballast Key	

Density or *allocated density* means the number of dwelling units or rooms allocated per gross acre of land by the plan.
Gross acre means the total area of a site excluding submerged lands, tidally inundated mangroves, not to exceed mean high tide, and any publicly dedicated rights-of-way.

Tom Harbor Keys acreage based on survey data

IV. PROPOSED AMENDMENT

(Deletions are ~~stricken through~~ and additions are underlined.)

Note: items shaded in grey were included in the January 14, 2015 Comp Plan transmittal.

Note: items in blue text were amendments directed by the BOCC at the March 1, 2016 Public Hearing.

Policy 101.~~5~~6.8

Monroe County ~~may develop a program, called~~ shall maintain a Transfer of ROGO Exemption (TRE~~),~~) program, that ~~would allow~~allows for the transfer off-site of dwelling units, hotel rooms, campground/recreational vehicle spaces and/or mobile homes to another site in the same ROGO sub-area, provided that they are lawfully existing and can be accounted for in the County's hurricane evacuation model. Dwelling units may be transferred as follows:

a. between sites in the Upper Keys ROGO sub-area;
b. between sites in the Lower Keys ROGO sub-area;
c. between sites in the Big Pine Key and No Name Key ROGO sub-area;
   i. units from the Big Pine Key and No Name Key ROGO sub-area may also be transferred to the Lower Keys ROGO subarea.

No sender units may be transferred to an area where there are inadequate facilities and services. ~~In addition, the receiver site shall be located within a Tier III area outside a designated Special Protection Area and for a receiver site on Big Pine Key and No Name Key, the sending site shall also be located on one of those two islands.~~

Sender Site Criteria:

1. Contains a documented lawfully-established sender unit recognized by the County; and
2. Located in a Tier I, II, III-A or Tier III designated area; including any tier designation within the County's Military Installation Area of Impact (MIAI) Overlay.

Receiver Site Criteria:

1. The Future Land Use category and Land Use (Zoning) District must allow the requested use;
2. Must meet the adopted density standards;
3. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);
4. Located within a Tier III designated area;
5. Structures are not located in a velocity (V) zone or within a CBRS unit; and
6. Is not an offshore island.

~~**Policy 101.13.4**~~

~~In conjunction with the evaluation of the existing TDR program pursuant to Policy 101.13.2, parcels within the following habitats and land use districts shall be designated as sender sites for Transferable Development Rights (TDRs):~~

~~Any parcel within these zoning categories:~~

~~Offshore Island (OS) Sparsely Settled (SS)~~
~~Main land Native (MN) Parks and Refuge (PR)~~
~~Native (NA) Conservation (C)~~

~~Habitat of the following types which lie within any zoning category:~~

~~Freshwater wetlands~~
~~Saltmarsh/Buttonwood wetlands~~
~~High quality high hammock~~
~~High quality low hammock~~
~~Moderate quality high hammock~~
~~Moderate quality low hammock~~
~~High quality pinelands~~
~~Low quality pinelands~~
~~Beach/berm~~
~~Palm Hammock~~
~~Cactus Hammock~~
~~Disturbed Wetlands~~

Policy 101.13.~~5~~3

~~In conjunction with the evaluation of the TDR program pursuant to Policy 101.13.2 and no later than one year from the date when the County's Geographic Information System is fully functional, Monroe County shall map potential TDR sender and receiver sites as specified in Policy 101.13.4, and shall map parcels from which development rights have been transferred. These maps shall be updated as necessary and made available to Growth Management staff and public for use in the development review process.~~

Transfer of Development Rights program sender and receiver sites are subject to the following transfer conditions:

Sender Site Criteria:

1. Property has development rights to transfer.
2. Located in a Tier I, II, III-A or Tier III designated area; including any tier within the County's Military Installation Area of Impact (MIAI) Overlay.

Receiver Site Criteria:

1. The Future Land Use category and Land Use (Zoning) District must allow the requested use;
   - Liveable CommuniKeys Community Centers shall be encouraged as receiving areas for transfer of development rights.
2. Must have an adopted maximum net density standards;
3. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.)
4. Located within a Tier III designated area;
5. Is not located within a designated CBRS unit; and
6. Is not an offshore island

Policy ~~207~~206.1.2

Development shall be prohibited on offshore islands (including spoil islands) which have been documented as an established bird rookery, based on resource agency best available data or survey, as verified by the County Biologist. As used in this policy, established bird rookery refers to the location where colonial birds nest together (location in which a bird lays and incubates its eggs and raises its young). The nesting area may include nest structures, shallow

depression in sand, soil or vegetation, crevices in the rocks, burrows, and cavities. ~~as identified on the current Protected Animal Species Map. [9J-5.012(3)(c)1; 9J-5.013(2)(c)5 and 6]~~

Glossary:

Bird Rookery means a communal nesting ground for gregarious birds.

Native Upland Vegetation/Habitat (also *Upland Native Vegetation/Habitat*) means native plant species, either new growth or mature, occurring within native upland plant communities including pinelands, cactus hammocks, palm hammocks or tropical hardwood hammocks.

Nesting Areas (for birds) means those areas that birds use for nesting. This applies to wading birds, hawks, falcons, seabirds, shorebirds, and any bird species federally or state-listed as endangered, threatened, or a species of special concern. This definition does not apply to non-native invasive or nuisance species.

Offshore Island means an area of land, surrounded by water, which is not directly or indirectly connected to U.S. 1 by a bridge, road or causeway.

Upland means the area of a site landward of mean high water, excluding submerged lands and tidally inundated mangroves.

Upland Native Vegetation/Habitat (see *Native Upland Vegetation/Habitat*)

V. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

Goal 101: Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.11

Monroe County shall implement measures to direct future growth away from environmentally sensitive land and towards established development areas served by existing public facilities.

Policy 102.7.2

By January 4, 1997, Monroe County shall adopt Land Development Regulations which will further restrict the activities permitted on offshore islands. These shall include the following:

1. development shall be prohibited on offshore islands (including spoil islands) which have been documented as an established bird rookery or nesting area (See Conservation and Coastal Management Policy 207.1.3.);
2. campgrounds and marinas shall not be permitted on offshore islands;
3. new mining pits shall be prohibited on offshore islands;
4. permitted uses by-right on islands (which are not bird rookeries) shall include detached residential dwellings, camping (for the personal use of the owner of the property on a temporary basis),

beekeeping, accessory uses, and home occupations (subject to a special use permit requiring a public hearing);

5. temporary primitive camping by the owner, in which no land clearing or other alteration of the island occurs, shall be the only use of an offshore island which may occur without necessity of a permit;
6. the use of any motorized vehicles including, but not limited to, trucks, carts, buses, motorcycles, all-terrain vehicles and golf carts shall be prohibited on existing undeveloped offshore islands;
7. planting with native vegetation shall be encouraged whenever possible on spoil islands; and
8. public facilities and services shall not be extended to offshore islands

Policy 102.7.3
Monroe County shall discourage developments proposed on offshore islands by methods including, but not limited to, designated offshore islands as Tier I Lands

Policy 207.1.2
Development shall be prohibited on offshore islands (including spoil islands) which have been documented as an established bird rookery, as identified on the current Protected Animal Species Map.

Policy 207.9.1
By January 4, 1998, the Monroe County Biologist, in cooperation with DNR, FGFWFC, FWS, and the National Audubon Society Research Department shall update the list of offshore island bird rookeries where development shall be prohibited. Until the list is updated, the offshore islands which are established bird rookeries shall be defined as any offshore island designated as a known habitat for a nesting bird on the latest update of the Protected Animal Species Map.

GOAL 209
Monroe County shall discourage private land uses on its mainland, offshore islands and undeveloped coastal barriers, and shall protect existing conservation lands from adverse impacts associated with private land uses on adjoining lands.

Policy 215.2.3
No public expenditures shall be made for new or expanded facilities in areas designated as units of the Coastal Barrier Resources System, saltmarsh and buttonwood wetlands, or offshore islands not currently accessible by road, with the exception of expenditures for conservation and parklands consistent with natural resource protection, and expenditures necessary for public health and safety.

Policy 217.4.2
No public expenditures shall be made for new or expanded facilities in areas designated as units of the Coastal Barrier Resources System, undisturbed saltmarsh and buttonwood wetlands, or offshore islands not currently accessible by road, with the exception of expenditures for conservation and parklands consistent with natural resource protection, and expenditures necessary for public health and safety.

Policy 1401.2.2
No public expenditures shall be made for new or expanded facilities in areas designated as units of the Coastal Barrier Resources System, undisturbed saltmarsh and buttonwood wetlands, or offshore islands not currently accessible by road, with the exception of expenditures for conservation and parklands consistent with natural resource protection, and expenditures necessary for public health and safety.

B. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute.

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
(g) Protecting the historical heritage of the Florida Keys.
(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment, and disposal facilities;
3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.
(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute (F.S.). Specifically, the amendment furthers:

Section 163.3161(4), F.S. – It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions

Section 163.3177(1), F.S. – The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.

VI. PROCESS

Comprehensive Plan amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, or the owner or other person having a contractual interest in property to be affected by a proposed amendment. The Director of Planning shall review and process applications as they are received and pass them onto the Development Review Committee and the Planning Commission.

The Planning Commission shall hold at least one public hearing. The Planning Commission shall review the application, the reports and recommendations of the Department of Planning & Environmental Resources and the Development Review Committee and the testimony given at the public hearing. The Planning Commission shall submit its recommendations and findings to the Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff recommendation, and the testimony given at the public hearing. The BOCC may or may not recommend transmittal to the Florida Department of Economic Opportunity (DEO). The amendment is transmitted to DEO, which then reviews the proposal and issues an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has

180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment.

VII. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed amendments.

VIII. EXHIBITS

1. March 24, 2015 DRC Minutes
2. May 26, 2015 DRC Minutes
3. August 25, 2015 DRC Minutes
4. October 27, 2015 DRC Minutes
5. Table of privately owned offshore islands within unincorporated Monroe County.
6. Location maps of privately owned offshore islands within unincorporated Monroe County.

Ex. 1

DEVELOPMENT REVIEW COMMITTEE

Tuesday, March 24, 2015

MEETING MINUTES

The Monroe County Development Review Committee conducted a meeting on **Tuesday, March 24 , 2015**, beginning at 1:02 p.m. at the Marathon Government Center, Media & Conference Room (1st floor, rear hallway), 2798 Overseas Highway, Marathon, Florida.

CALL TO ORDER

ROLL CALL by Gail Creech

DRC MEMBERS

Townsley Schwab, Senior Director of Planning and Environmental Resources	Present
Mayte Santamaria, Senior Director of Planning and Environmental Resources	Present
Mike Roberts, Sr. Administrator, Environmental Resources	Present

STAFF

Steve Williams, Assistant County Attorney	Present
Emily Schemper, Principal Planner	Present
Matt Coyle, Senior Planner	Present
Gail Creech, Planning Commission Coordinator	Present

CHANGES TO THE AGENDA

Mr. Schwab stated Item 2 will be heard first because the applicant for Item 1 is delayed.

MINUTES FOR APPROVAL

Mr. Schwab approved the minutes of the February 24, 2015, DRC meeting as is.

MEETING

New Items:

2.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN POLICY 101.4.26 TO PROVIDE AN EXCEPTION TO THE HEIGHT LIMIT FOR WIND TURBINES OWNED AND OPERATED BY A PUBLIC UTILITY; CREATING POLICY 101.5.31 TO ADDRESS NON-HABITABLE ARCHITECTURAL DECORATIVE FEATURES WITHIN THE OCEAN REEF COMMUNITY; CREATING POLICIES 101.5.32 AND 101.5.33 TO PROVIDE CERTAIN EXCEPTIONS TO THE HEIGHT LIMIT IN ORDER TO PROTECT PROPERTY FROM FLOODING AND REDUCE FLOOD INSURANCE COSTS; AND CREATING POLICY 101.5.34 TO PROVIDE AN EXCEPTION TO THE HEIGHT LIMIT EXCLUSIVELY FOR AFFORDABLE OR EMPLOYEE/WORKFORCE DWELLING UNITS THAT MEET THE INCOME LIMITS FOR THE VERY LOW, LOW AND/OR MEDIAN

INCOME CATEGORIES ON PROPERTIES DESIGNATED AS TIER 3; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-006)

(1:03 p.m.) Ms. Santamaria stated that Items 2 and 3 will be held as a workshop discussion versus a staff report with comments. Both items are from the comp plan update and were proposed within the 2030 comp plan. The BOCC has asked staff to remove the policies as they were in the comp plan and process them separately so that there is public understanding and public input through the process. This item will be brought back two or three times to ensure revisions can be made with public input.

Ms. Santamaria first addressed Policy 101.4.26. Ms. Santamaria explained that the current height definition is the vertical distance between grade and the highest part of any structure and it is measured from either grade or the crown of the nearest road. Multiple height exceptions have been proposed in order to address a variety of issues. The first one is the wind turbine for facilities owned and operated by a public utility. An avian protection plan would be required. The height exception would be for those wind turbines that facilitate green technologies and alternative energy sources. Ms. Santamaria informed Deb Curlee there are no applications for wind turbines currently.

Alicia Putney commented that her personal experience has been that wind turbines are not able to generate enough current to be deemed useful unless the sustainable winds were above 20-25 miles an hour. Consequently, wind is more questionable than solar energy at this point. Ms. Curlee is not in favor of wind turbines because of their aesthetics. Ms. Santamaria will draft a version of the policy as the BOCC has proposed it next to a version that includes the public's input. Bill Eardley asked that staff obtain an analysis of FKEC's two wind turbines located on Cudjoe Key before proceeding with this policy.

Ms. Santamaria then addressed Policy 101.5.31. Ms. Santamaria explained that this policy is specific to Ocean Reef. In permitting for that community staff has had to deal with architectural features just above the 35-foot height limit. Staff has recommended the architectural features could exceed the 35-foot height limit by five feet, not to exceed 40 feet, and can contain no habitable space up there.

Joel Reed was present on behalf of Ocean Reef Community Association and Ocean Reef Club. Mr. Reed stated even though Policy 101.5.31 is intended to address non-habitable architectural decorative features, it is only one and the least significant of three provisions that Ocean Reef has requested. Mr. Reed explained that Ocean Reef has its own architectural review committee that projects go through as well. One of the longer term issues facing Ocean Reef Club is that they still own a number of buildings and condominiums that currently exceed the 35-foot height restriction. These are aging buildings coming to the end of their useful life. There is concern if they are ever destroyed they would not be able to build back to their current heights. Mr. Reed agrees with being proactive by building above the FEMA flood heights. One policy request from

Ocean Reef is for the ability to build back on a story-by-story approach rather than to the pre-existing height. Mr. Reed feels allowing this way of rebuilding with an increase in the slab-to-slab measurement to 11 feet would encourage owners to remodel their buildings rather than tearing them down. Another issue important to Ocean Reef is the Cultural Center building. Because the flyover space in this building is limited, the ability to have productions in this building is limited also. Mr. Reed suggested that a height of 65 feet would accommodate that flyover space. Mr. Reed emphasized that the proposed story-by-story rebuilding process is being requested for Ocean Reef only, which is an isolated and gated community, not visible from the roadway. Ms. Santamaria asked that Ocean Reef provide information of the cultural center, such as a map depiction and its existing height information. Mr. Reed agreed to provide that information, as well as a list of inventoried buildings at Ocean Reef including their existing heights.

Ms. Curlee asked for an estimate of the height of a building with an 11-foot slab-to-slab allowance plus the flood elevation. Mr. Reed replied that it depends on the flood zone and the average existing grade or crown of road of each site. Ms. Putney proposed Ocean Reef go through a variance procedure for each of the specific buildings because of all the variables associated with each building. Mr. Reed agreed that consideration needs to be given for each building individually and stressed that losing a floor would not be an option in rebuilding. Mr. Reed further explained that some communities have minimum ceiling heights so that a more adaptable building into the future is built.

Ms. Putney asked if Ocean Reef has its own community master plan containing its own design criteria. Mr. Reed responded that there are architectural design guidelines for Ocean Reef that are followed currently and a process is being gone through to update and create a new master plan for Ocean Reef. Ms. Santamaria clarified that it is for Ocean Reef's own development internally, but a Livable CommuniKeys plan or even an overlay district can be proposed. Ms. Putney voiced concern that this policy would open the door for other gated communities throughout the Keys to increase their height restriction. Ms. Santamaria noted that the reason the BOCC was even considering this policy is because Ocean Reef is not only gated, but it is isolated and separate from the rest of the Keys. Bill Hunter, present on behalf of Sugarloaf Property Owners Association (SPOA), will be taking this request by Ocean Reef back to SPOA members for their input. SPOA recognizes that Ocean Reef is isolated and very different from the rest of the Keys. Mr. Hunter commented that the BOCC has said in the past they do not want to treat Ocean Reef differently than the rest of the County. SPOA is neutral on this policy as long as this does not affect the rest of the County.

Mr. Reed explained that there is language that allows Ocean Reef to go through a letter of understanding process without going through a conditional use process. Mr. Reed feels perhaps some stronger language would help address the concerns being voiced. Ms. Putney again suggested Ocean Reef have their own Livable CommuniKeys plan which is protected by the comp plan. Mr. Reed pointed out that Ocean Reef has stricter regulations than the rest of the County has, such as setbacks. Ms. Putney suggested adding language referring to gated communities over a certain size. Ms. Curlee believes, regardless of Ocean Reef being isolated and gated, the public will expect the same consideration that Ocean Reef receives. Ms. Putney agreed. Ms. Putney asked to underscore that the BOCC does not want to have special rules for

Ocean Reef. Mr. Reed added that he believes only one Commissioner has expressed that sentiment. Ms. Santamaria stated the BOCC will make the decision of what they choose to adopt and/or transmit to the State and will ultimately make the decision of which communities, which policies and where they will apply to.

Ms. Santamaria then addressed Policies 101.5.32 and 101.5.33. Ms. Santamaria explained these policies are an attempt to provide existing and new structures the ability to redevelop or lift the existing structure to come into compliance with their flood zone. New FEMA maps are expected in four years. The first provision of Policy 101.5.32 is for new structures to voluntarily elevate their structures up to five feet above the 35-foot height limit. It is based on what they choose to elevate above flood. The second provision of the policy is for existing structures to be able to meet their base flood zone or to exceed it. Again, they can go up to five feet above the 35-foot height limit, but this is based on the amount they choose to go up. The third provision is for those structures that need to go a little bit higher to meet their flood zone. The addition of one foot of freeboard above the base flood elevation is provided for.

Bill Eardley stated raising an existing structure is impractical due to the cost. It is simpler to pay off the mortgage and cancel the flood insurance. Mr. Eardley feels there is no need for the exception on new construction because the building can be designed to meet the current standards. Ms. Santamaria explained the exception was proposed because the BOCC did not want people to lose living space and be squeezed into smaller homes. FEMA representatives have informed staff a grant program may be created to help with the cost of elevating a home. Ms. Santamaria pointed out that some existing structures may not be able to be raised due to its structural integrity. Mr. Roberts pointed out that there has been discussion about including bonus points or points under the CRS for communities that provide for an opportunity for property owners to elevate their base floor one to three feet above base flood elevation on a voluntary basis. Dottie Moses from the Upper Keys Homeowners Federation stated that the CRS looks at encouraging people not to build in low-lying areas. Ms. Santamaria explained that is why the inventory of flood zones was done. Mr. Hunter expressed concern that the County is somehow encouraging building in a very low-lying area where roads will eventually no longer be maintained by the County. Ms. Santamaria clarified that Number 1 is applicable when people tear down and build a new structure. Ms. Putney stated that the number of homes built before FEMA came in to Monroe County in '78 built below the base flood would be a small enough number that they could be dealt with through some kind of a development review mechanism as opposed to a carte blanche rule. Ms. Schemper noted that this would give property owners the allowance to do it rather than being penalized because of their unique circumstance. Ms. Santamaria stated staff will evaluate that.

Ms. Santamaria then described a situation of a property owner in North Florida who built a home less than ten years ago at three feet above flood. The new FEMA maps now show that home being three feet below flood. Ms. Santamaria explained that the new FEMA maps could impact a substantial number of people whose flood insurance premiums are going to skyrocket up because of this situation. FEMA is supposed to take sea level rise into account when creating their new maps. Staff is trying to think into the future to try to facilitate people's ability to protect their homes and investments. Mr. Hunter suggested, because it is unknown what the maps will show, introducing the concept and making allowances for the solution in the comp

plan and holding off on the details of the actual solution since modifying the LDRs in the LDC is an easier process. Mr. Schemper cautioned the longer addressing this issue is put off, the more homes will be built that are going to be affected. Ms. Moses stated that at an Army Corps meeting comments were made that all of the "easy" lots have been built on and what is left will require mitigation and other issues. Ms. Santamaria will try to run an analysis of the flood zone of the vacant parcels in the County.

Mr. Hunter clarified that when he suggested splitting the concept in the comp plan and the detail in the LDRs, he was not suggesting delaying the LDRs. Mr. Hunter further stated more public outreach would help in educating the public more on climate change and sea level rise. Mr. Roberts clarified for Mr. Hunter that the County does not have policies in place yet regarding replacement of infrastructure in areas potentially susceptible to sea level rise, so the County has to proceed under existing policies and directives, which obligates the County to maintain the roads. Ms. Santamaria described a situation in St. Augustine where property owners are suing the municipality to maintain a road in a low-lying area so that the people would have access to their fire service. Ms. Curlee asked about regulations regarding filling a lot. Mr. Roberts explained that whether fill is allowed depends on the flood zone. Ms. Putney added that runoff from higher lots into the road is creating a problem for the neighbors and in the canals, as well as blocking views and creating shade. Mr. Williams clarified that situation does not create a property rights issue. Ms. Santamaria noted that the variance procedure could create a staggered view line in an area.

Ms. Moses stated the Federation has taken the position they do not want the 35-foot height limit raised under any circumstance. The County has managed to get by under that height limit to date with new construction. Mr. Hunter on behalf of SPOA agreed with Ms. Moses' comments. Mr. Hunter personally believes more education is needed about freeboard and the benefits of freeboard. Ms. Putney on behalf of Last Stand stated existing buildings should have some kind of mechanism for special approval, but that the total raised building could not exceed 40 feet and the space created under the first floor should be non-habitable. Secondly, Last Stand is opposed to new construction receiving an exception to the 35-foot height limit. Mr. Williams noted that there is a potential map amendment process to appeal to FEMA to make an exception for a lot. The expense of that process was discussed.

Ms. Santamaria then addressed Policy 101.5.33. Ms. Santamaria explained that this policy addresses existing structures that currently exceed the height limit, such as a three or four-story condo. By redeveloping to upgrade the building, coming into compliance with the flood zone may result in loss of a story of that condo. That could potentially result in 20 people on the top floor no longer having the ability to rebuild their home. Ms. Putney questioned why it is perceived to affect the top story as opposed to the first story. Ms. Santamaria stated half of the people would lose their home regardless of which story it is. This policy provides for allowing five feet above their existing height. Ms. Putney stated Last Stand supports this policy provided that the footprint of the structure is not changed. Ms. Santamaria clarified for Ms. Curlee there is no cap on the height. Staff does not have a clear inventory of those structures this policy would encompass, but estimates only a handful. Mr. Reed asked that those who do support this policy consider giving some additional slab-to-slab height when rebuilding. Ms. Putney replied Last Stand supports the grandfathering of nonconforming height to certain buildings in Monroe

County when redevelopment is involuntary provided the new building height does not exceed that of the old building. As such, compliance with FEMA along with any additional voluntary clearance above base flood elevation must be equal to or less than the height of the old nonconforming building. Mr. Hunter stated SPOA agrees as long as the redevelopment is involuntary, such as because of fire or flood. Ms. Santamaria asked if the public in attendance considers the new FEMA maps deeming a structure below base flood involuntary.

Mr. Reed does not like the "involuntary" language because it is a very tricky threshold to meet. Ms. Santamaria noted the BOCC has tried to direct staff to focus on redevelopment versus trying to facilitate a lot of new development. Mr. Reed clarified that while there is no magic slab-to-slab number, floor to ceiling heights should be created that are adaptable and can continue to be remodeled throughout future years. Ms. Curlee expressed concern that what is "involuntary" to one person may open the door to let somebody else take advantage of this policy. Ms. Santamaria clarified for Ms. Curlee that in almost all situations exceptions to the height limit will not allow people to add a story. In some situations that would be possible. Ms. Putney believes that language should be included to limit in what situations it would be allowed. Mr. Hunter suggested more detail of the buildings in Ocean Reef be gathered to realize the effect this could have on the County. Mr. Reed clarified that his comments regarding slab-to-slab increases were specific to the Ocean Reef policy, but feels it might be worth considering for all of unincorporated Monroe County. Ms. Moses is concerned about taking people's property rights away from them. Mr. Hunter then commented that the "historical designation" language should be eliminated.

Ms. Santamaria then addressed Policy 101.5.34. Ms. Santamaria explained this came out of the session of the BOCC at the October meeting to address a different height maximum for very low, low and median income affordable employee and work force housing on properties designated Tier III. This was to facilitate having nonresidential development on the first story and allowing a couple stories of affordable housing on top. Mr. Hunter stated SPOA is opposed to this amendment. SPOA believes that the County has the benefit of seeing what the cities have done to address this issue before they make a decision on solutions. Another issue for SPOA is using height as a solution to affordable housing in the County where there is more land than the County has ROGO allocations for. Ms. Moses stated the Federation is opposed to raising the affordable housing limit. Key Largo does not have an affordable housing issue. There are affordable housing projects in the Upper Keys district already and some of the way those projects are being managed are not the way their deed restrictions have been written.

Ms. Moses pointed out there is no definition for "workforce housing" in the code. Ms. Santamaria replied the Affordable Housing Committee will be addressing that soon. The BOCC hired the FSU Consensus Center to provide a report on the County's affordable housing issue. Ms. Schemper added that the LDC uses the term "affordable housing" or "employee housing," which are defined terms. "Work force housing" is a more general term. Mr. Reed argued that there is a demand and a need still in the Upper Keys for affordable housing. Mr. Reed then stated it is a severe challenge to find appropriate land of a certain size to accommodate affordable housing. Mr. Eardley is concerned this amendment would open the door for all kinds of other development. Mr. Eardley agrees there are ways to address work force housing without going higher, such as making the units smaller. Ms. Curlee added when talking about truly

affordable housing that would be rentals. Ms. Putney believes this issue is complex and the height exception for affordable housing should be dealt with within the arena of the affordable housing discussion separate from what is being done today. Ms. Santamaria clarified this amendment would provide the opportunity to build more units, but it also will raise those units above base flood.

Ms. Santamaria thanked the public for their comments and stated these comments will be included in the staff report and will be back before the DRC again for more comments.

1.Playa Largo Resort, 97450 Overseas Highway, Key Largo, mile marker 97.5: A public meeting concerning a request for an Amendment to a Major Conditional Use Permit. The requested approval is required for the development of a proposed 177-unit hotel and associated accessory uses. The subject property is legally described as Tracts 4B and 5B, Amended Plat of Mandalay (Plat Book 2, Page 25), Key Largo, and also a tract of submerged land in the Bay of Florida fronting said Tract 5B (TIIF Deed No. 22416), Monroe County, Florida, having real estate number 00555010.000000.
(File 2015-031)

(2:32 p.m.) Ms. Schemper presented the staff report. Ms. Schemper reported that this applicant currently has an approved major conditional use permit from 2007 and it has had several deviations and time extensions over time. It is still active. The most recent deviation has approved the site plan for 162 transient units and one commercial apartment, which was previously on the site. The applicant has been issued a number of building permits. This amendment to the major conditional use permit is to add an additional 15 transient units into the hotel, the building of which has already been permitted, and that would bring them up to their max number net density. It does not change any footprint on the site plan. All of the required criteria are in compliance. The only issue that is still outstanding is the traffic and access. The applicant had supplied a Level 2 traffic study with this application, and because of the threshold of what is being proposed a Level 3 traffic study is needed. This may also impact the requirement for a right-turn deceleration lane leading into the property. Ms. Schemper recommended approval with conditions. Those conditions were outlined.

Ms. Santamaria commented that the Planning Commissioners will likely want to see the traffic studies so they can take that data into account in their decision-making and make sure that it is compliant. Mr. Roberts asked that Number 7 of the recommended actions be reworded to specify the number of allowed docks. Mr. Roberts will supply that number to Ms. Schemper.

Jorge Cepeda, present on behalf of the applicant, stated he was familiar with the conditions contained in the original approval. Mr. Cepeda asked that Condition 8, the transportation shuttle for guests and employees, be considered in the traffic study because that has less of an impact on traffic. Mr. Cepeda asked that the second portion of the language about adequacy of public facilities on Page 6 of the report remain part of the recommended action. Mr. Cepeda clarified that no trees will be cut for the mulch exercise path, but there may be some underbrush that may need to be accommodated. Mr. Roberts specified that "clearing" is the removal of any native vegetation regardless of the size. Mr. Roberts asked the applicant to inform staff if the applicant is planning on clearing or removing additional vegetation that has not been previously accounted

for in the site plan. Ms. Schemper will look again at the deviation to see exactly how it is worded and get back to the applicant regarding the clearing.

Ms. Santamaria asked for public comment. Ms. Moses asked whether the proposed commercial apartment is bayfront. Ms. Schemper explained it was a previously existing unit, so the residential use and density is protected. Mr. Cepeda stated the apartment is in the same location as the prior developer's site plan. Ms. Moses then pointed out the site plan shows two entrances. Ms. Schemper explained one is an emergency access drive requested by the fire department. Ms. Moses then noted that the front buffer that faces US-1 looks to contain lead tree. Mr. Cepeda replied that the landscaping will be done in the final stage. The main entrance is the original American Outdoor entrance and at the end stage the exotics will be removed and landscaping will be done to complete that buffer. Ms. Moses commented that there are a lot of non-native species on the vegetation list. Mr. Roberts explained that the required vegetation is 100 percent native vegetation, but anything planted above the minimum requirement can be anything the developer wants. The developer is overplanting the required landscaping significantly. Ms. Schemper clarified for Ms. Moses that the docking facility on the property is a hotel accessory dock, not a marina.

3.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICIES 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (File 2015-007)

(2:49 p.m.) Ms. Santamaria stated this item also comes from the comp plan update project. The BOCC asked staff to remove these policies that were included in the comp plan and process them separately since it was a new topic and received a lot of attention and people wanted to provide input on the topic. These policies relate to the transfer of ROGO exemptions, density rights, as well as where the development would be directed to.

Ms. Santamaria addressed Policy 101.5.8. Ms. Santamaria explained that, again, this item will be handled today more like a workshop-type item.

Bart Smith, Esquire, was present on behalf of FEB Corp. Mr. Smith asked staff to address all of the policies together. Mr. Smith thanked staff for planning multiple workshops to allow these policies to be vetted over a period of time where everyone can work together. Mr. Smith asked staff to provide notice to the affected property owners of these meetings so they can actively engage in this process. Mr. Smith asked staff to contemplate the unintended consequences of these policies of not allowing the TDRs and TREs to be transferred to offshore islands and designating all offshore islands as Tier I. Mr. Smith believes this negates the tier system, which is the primary tool for determining whether a parcel is suitable for development. These policies

put an inordinate burden on the property owners. These property owners have some development right, all residential in nature. The code only has two ways that residential can be built: Through ROGO allocation or ROGO exemption. These islands do not have ROGO exemptions because they do not have homes on them, so in order to build residential one would have to get a ROGO allocation or transfer a ROGO exemption from somewhere else. These policies eliminate the ability to transfer. A property is left with requiring a ROGO allocation, but the property is designated Tier I. This would be so limiting that the only use left would be bee-keeping and temporary camping by the owner. Mr. Smith asked that staff look at how these policies would operate as a whole to get a complete picture of how it would operate.

Ms. Santamaria clarified individual property owners were not notified because this is not property-specific and not all properties have their issues resolved with ownership. This is a policy that would impact all privately-owned or even publicly-held offshore islands. Ms. Santamaria further clarified that while the policy has direction of discouraging development by designating Tier I does not mean it is an automatic Tier I. That designation would have to go through its proper process to apply a designation to a property. Ms. Santamaria commented that this policy is not a huge change regarding the TREs and the TDRs. This is a proposed change based on the discussions from the BOCC of where to direct the remaining allocations or exemptions and where is the most appropriate place to direct development.

Julie Dick on behalf of Last Stand and Florida Keys Environmental Fund thanked staff for the workshop process and allowing the public the opportunity to participate in this process. Last Stand thinks that the policies generally are consistent with the concepts of the tier overlay system for offshore islands. Last Stand is generally supportive of the changes. Ms. Dick commented that there are some inconsistencies with the acreage on the inventory. Ms. Santamaria explained the Property Appraiser does not have the exact acreage of a property. A boundary survey is required to determine the upland portions of a property. Ms. Santamaria will look into any discrepancy reported to her. Ms. Dick further stated Last Stand agrees with the sender and receiver site criteria. For evacuation purposes it make sense to discourage additional development on offshore islands. Last Stand recommends removing significant upland habitat as a criteria in Policy 206.1.2. The reasons to protect offshore islands go beyond whether or not they are suited to upland habitat, such as containing bird rookeries. Ms. Santamaria pointed out that under Policy 206.1.2 the significant upland habitat is one of the criteria and it is being made consistent with the Tier I criteria.

Ms. Putney asked whether there was a determination made that offshore islands were Tier I when the County went to the tier system. Ms. Santamaria explained Policy 102.7.3 stated that designating offshore islands as Tier I lands was one method used to discourage developments proposed on offshore islands. The only offshore islands that are not designated Tier I were the ones that were missed by accident and undesignated, but this policy does not automatically designate them. They would still have to go through that process. The provision exists in the LDC that any islands without a specific land use designation shall be considered zoned as offshore islands. The approximately ten offshore islands that were missed and not designated were discussed.

Ms. Santamaria thanked the members of the public for their participation and invited them to participate in the workshop-style meetings scheduled in the future.

ADJOURNMENT

The Development Review Committee meeting was adjourned at 3:15 p.m.

Ex. 2

DEVELOPMENT REVIEW COMMITTEE

Tuesday, May 26, 2015

MEETING MINUTES

The Monroe County Development Review Committee conducted a meeting on **Tuesday, May 26, 2015**, beginning at 1:00 p.m. at the Marathon Government Center, Media & Conference Room (1st floor, rear hallway), 2798 Overseas Highway, Marathon, Florida.

CALL TO ORDER

ROLL CALL by Gail Creech

DRC MEMBERS

Mayte Santamaria, Senior Director of Planning and Environmental Resources	Present
Mike Roberts, Sr. Administrator, Environmental Resources	Present

STAFF

Steve Williams, Assistant County Attorney	Present
Rey Ortiz, Planning & Biological Plans Examiner Supervisor	Present
Lori Lehr, Floodplain Administrator	Present
Tiffany Stankiewicz, Development Administrator	Present
Matt Coyle, Senior Planner	Present
Gail Creech, Planning Commission Coordinator	Present

CHANGES TO THE AGENDA

There were no changes to the agenda.

MINUTES FOR APPROVAL

Ms. Santamaria approved the minutes of the April 28, 2015, DRC meeting with one correction of a section number that will be submitted to Ms. Creech.

MEETING

New Items:

1.99700 Overseas Highway, Key Largo, mile marker 99: A public meeting concerning a request for a major deviation to a major conditional use permit. The requested approval is required for the proposed development to increase the existing walk-in cooler and to increase the size of the existing bathrooms which would increase the amount of non-residential floor area on the property. The subject property is legally described as Lazy Lagoon – A revision of Amended Plat of Curry's Corner, Plat Book 2, Page 120 of public records, Monroe County, Section 33, Township 63 South, Range 39 East, Key Largo, Monroe County, Florida (legal description in metes and bounds is provided in the application/file), having real estate number 00497540.000000.

(File 2015-093)

(1:01 p.m.) Mr. Ortiz presented the staff report. Mr. Ortiz reported that the applicant is requesting a major deviation to a major conditional use application. The applicant wants to expand the bathroom by approximately six square feet, add a modular component to the rear of the building for a walk-in cooler and expand an existing cooler that is currently within the setbacks on the rear property line. The only criteria not met is regarding the variance requirement that the site is going to need. Mr. Ortiz recommends approval to the Planning Commission with conditions. Those conditions were outlined. Ms. Santamaria confirmed that the applicant has submitted a variance application.

Hany Haroun, the applicant, emphasized that this renovation is necessary. Many hours have been spent with Wendy's International and the County to make this work. The new kitchen configuration in the center of the restaurant is a requirement from Wendy's International, which takes away from the cooler/freezer space and the current storage area. The extension for the sides is due to making the bathrooms ADA compliant. None of this will be visible from the front. The only setback issue is for the cooler/freezer.

Ms. Santamaria asked for public comment.

Dottie Moses, Key Largo resident, does not object to what is being asked for. Ms. Moses likes the proposed landscaping along the highway. Ms. Moses commented on the poor drainage that exists on the property. Mr. Haroun explained that the main road was built to drain out towards Buttonwood Drive and consequently it floods there all the time. That is on the County right-of-way. The County and State agreed to dig out the French drain and fill it with gravel to address the flooding problems. The tides also affect the drainage in this area. Ms. Santamaria noted when building permits are applied for the applicant will have to comply with the stormwater requirements. Mr. Williams suggested that the applicant provide some documentation from Wendy's International to show the hardship imposed on the applicant for purposes of the variance. Mr. Ortiz asked the applicant to provide an updated site plan.

2.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN POLICY 101.4.26 TO PROVIDE AN EXCEPTION TO THE HEIGHT LIMIT FOR WIND TURBINES OWNED AND OPERATED BY A PUBLIC UTILITY; CREATING POLICY 101.5.31 TO ADDRESS NON-HABITABLE ARCHITECTURAL DECORATIVE FEATURES WITHIN THE OCEAN REEF COMMUNITY; AND CREATING POLICIES 101.5.32 AND 101.5.33 TO PROVIDE CERTAIN EXCEPTIONS TO THE HEIGHT LIMIT IN ORDER TO PROTECT PROPERTY FROM FLOODING AND REDUCE FLOOD INSURANCE COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (File 2015-006)

(1:12 p.m.) Ms. Santamaria presented the staff report. Ms. Santamaria reported that this item started with the comp plan update. There were policies to amend the height policies, address the wind turbines, affordable housing and the flood protection. The BOCC asked staff to process this as a separate stand-alone amendment. This was before the DRC in March where a lot of comments were received. The flood protection policy generated concerns about the overall height exception. Staff has proposed a policy that includes the reasons why there would be an exception with a max height limit of 40 feet and it would be to elevate property three feet above base flood elevation (BFE). The exception for new buildings is to exceed BFE, not just to meet it, up to three feet above BFE. The exception for lawfully existing buildings is to either meet or exceed BFE because there are circumstances, depending on the flood zone, where this exception will not allow you to exceed BFE. If it is exceeded, it is only that amount it is exceeded that one gets to go above BFE. Again, it is capped at 40 feet. The exception would not be allowed in high-risk areas.

Ms. Santamaria introduced Ms. Lehr and asked for an update and information on flood zones.

Ms. Lehr explained that one of her roles is to help the County get into the Community Rating System (CRS) program, which would result in some discount in flood insurance. When property owners voluntarily elevate their properties they get a reduced premium on their flood insurance. For every foot of elevation, the savings is about a quarter of the premium. After the cap of three feet, the discounts fall off. The cost to elevate a property is recouped quickly in flood insurance savings. Ms. Lehr believes the future of the Florida Building Code and other legislation is going to be moving towards the implementation of some sort of freeboard, some sort of elevation requirement above BFE. Ms. Lehr further explained the County is going through a mapping process currently. It will be 2018 before those new maps come out, but the general feeling of those maps is that the elevations in some areas will increase, so the required elevations will increase.

Ms. Lehr clarified for Ms. Moses a community has to require a higher regulatory standard above what is required on the flood insurance rate amounts to get CRS credit. Florida in general has some of the highest scoring communities in the nation. Ms. Lehr believes Monroe County is doing a lot of things to address the flooding that will be worth CRS credit. There will be changes in the Florida Building Code coming up in the next couple of years to address BFE. Ms. Santamaria explained the CRS does not address the top height, so the BOCC gave staff direction to look into elevating the height limit so home owners are not squeezed in from the top, causing homes to become smaller and smaller. Ms. Lehr noted that credits are being given for existing buildings being elevated as opposed to rebuilt. The CRS program is very adamant that communities do what is good for their floodplain management and protection of their citizens' investments.

Ron Miller, Planning Commissioner and Key Largo resident, questioned why the County has become concerned about someone losing habitable space in their structure, because in URM parking spaces were required to be under homes, which takes away from habitable space. Ms. Santamaria clarified this proposal is not zoning-specific. Mr. Miller feels homeowners should be amenable to some give-and-take in the loss of some habitable space. Mr. Miller believes the people interested in more living space and more stories are those who are renting illegally. Ms.

Santamaria clarified that the BOCC has become aware of the new FEMA maps coming out and want Monroe County to get into the CRS and help the community better protect their property and investments. So they have directed staff to address this issue by allowing people to make that financial choice themselves. The whole intent was to better protect our community.

Bill Hunter, Sugarloaf resident, suggested that a definition of "elevate" be proposed. Mr. Hunter mentioned different scenarios of what could fall under the definition of "elevate." Ms. Santamaria said that staff will consider and look into those different scenarios. Ms. Lehr clarified if a bottom floor was knocked out and used for parking with penthouses built on top of the structure, those structures would still be limited by the height restriction from BFE. Ms. Santamaria noted that Policy 101.5.33 is for lawfully established existing buildings which already exceed the 35-foot height limit and a top cap of 40 feet is in place unless the owners go to a public hearing before the BOCC. Mr. Hunter then asked for an explanation of why the different numbers of 38 and 40 feet are used. Ms. Santamaria explained that discounts are given for one, two and three feet above BFE. Since discounts are not given above that, the new buildings were capped at 38 feet. The 40-foot limit was added for existing buildings in case they needed to raise their property a little bit higher because they do not meet base flood today. Ms. Lehr clarified that the flood insurance policy associated with a structure would receive a different rating because of the elevation of that property. The discount for CRS is completely different. The discount for CRS could be in addition to the different rating on the insurance policy for an elevation. Ms. Santamaria noted that no exception will be given to either new or existing structures in AE10 through VE10. That came from the comments made at prior DRC meetings about not facilitating redevelopment or new development in higher-risk areas.

Mr. Hunter stated he agrees with Mr. Miller about the ability of Monroe County citizens to live under the 35-foot height limit, but is more sympathetic to the owners of existing homes than to new construction. Mr. Miller is concerned for the properties in such a high AE or VE that they would not be able to develop a home that was attractive. Mr. Miller proposed keeping the 35-foot height limit in the comp plan and allowing for a variance for those so limited that they would not be able to develop something architecturally acceptable to the community. Ms. Santamaria stated it would be difficult to create a variance for architectural or visual issues. There is no real hardship in that instance.

Naja Girard, Key West resident, commented that people are more concerned over encouraging new development in AE and VE areas as opposed to elevating existing homes in those areas. Mr. Miller agrees with limiting infrastructure in flood-prone areas, but feels a minimal-size house could be able to punch through the height barrier if the owners could show a hardship when asking for a variance. Ms. Lehr explained that the CRS does not take away points. The CRS program credits activity. Prohibiting development in high-risk areas is credited under the CRS. The emphasis of the program has always been to build safer, more resilient communities.

Jim Hendrick was present on behalf of Ocean Reef Community Association (ORCA) regarding Policy 101.5.31. Mr. Hendrick stated Ocean Reef is an isolated and gated community with a distinct community character. The planning process in Ocean Reef is very tough. Mr. Hendrick said Ocean Reef would like the extra five feet for architectural features. The largest concern with this policy for Ocean Reef is its cultural center. The cultural center does not have the head

room needed to be able to house events that could potentially be put on at this facility. Mr. Hendrick asked for a height limit unique to the Ocean Reef Cultural Center, which was built and paid for by the people of Ocean Reef. Another concern that ORCA has is that any multi-story building in existence on the effective date of this policy be able to replace their existing number of stories up to 11 feet slab to slab per story. The Ocean Reef hotels are currently dated with a ceiling height of only eight feet. Ms. Santamaria noted that at the last meeting Joel Reed presented this information on behalf of Ocean Reef Club. Staff had asked for an inventory of existing heights of the various structures throughout Ocean Reef. Nothing has been received to date. Mr. Hendrick will send the complete list to Ms. Santamaria. Mr. Hendrick emphasized this is being asked to apply to Ocean Reef only, which is isolated and does have a distinct community character.

Deb Curlee, resident of the Lower Keys, noted that Ocean Reef is still part of Monroe County. Mr. Hendrick replied there is an abundant body of policy already recognizing the unique circumstances of Ocean Reef. Ms. Santamaria asked that Ocean Reef consider proposing an Ocean Reef specific overlay to address height issues in Ocean Reef. Mr. Hendrick replied Ocean Reef has a very effective self-governance program within the community. Ms. Santamaria asked that the information regarding the various heights as well as the total heights at Ocean Reef be sent in to help staff understand what the request is from Ocean Reef. Mr. Hendrick then explained for Ms. Girard how Ocean Reef is self-governed.

Ms. Moses stated the Federation is opposed to punching through the height limit and they feel that the 35-foot height limit has been accommodating and there is still room for elevating the floodplain. Ms. Girard on behalf of Last Stand stated that a majority of the properties should be able to elevate the buildings as much as needed and still have adequate living space. Last Stand would like to see this turned into a hardship situation that would have to be triggered to go through the height barrier.

Mr. Miller asked what would happen to those properties whose flood zone was changed due to the FEMA flood maps. Ms. Santamaria reminded Mr. Miller that no exceptions being given to properties in AE10 or VE10 or higher was a result of members of the community not wanting to facilitate development of homes within those flood zones. The owners of those properties would have to work within the rules or not build at all. Ms. Santamaria then confirmed for Mr. Hunter that reconstructed structures in Policy 101.5.33 includes those that are demolished and rebuilt. Ms. Santamaria explained that the BOCC resolution that specifies the maximum approved height is done on a building-by-building basis. There is currently no limit to that height because it is not known what would be needed to meet base flood. Ms. Santamaria explained that buildings over 35 feet currently could only rebuild to 35 feet if they were wiped out by a hurricane.

Ms. Curlee asked why no caps are placed in Policy 101.5.33. Ms. Santamaria replied that building heights would be different depending on how it was measured. Ideas were proposed for the BOCC to consider when making the decision on how high they can go. Mr. Hunter suggested considering the community's desire to limit the height. Ms. Santamaria noted a public hearing would require surrounding property owner notices being sent out.

Mr. Haroun stated he finds it unreasonable to not allow a condo to be built back up so that no owners would lose their living space. Ms. Santamaria pointed out that is why a flood exception is being proposed for those property owners. Mr. Miller noted that his concern is not whether they can build back what they had or not, but his concern is that the potential for more habitable space in this county is being increased as a result of seeking relief from sea level rise.

Ms. Santamaria then stated the affordable housing has been struck from this proposal at this point in time. Staff will work with the BOCC and the Affordable Housing Committee further in that regard. The other item in this stand-alone amendment is the wind turbines owned and operated by a public utility. At the last meeting members of the public asked what the results were from the Keys Energy demonstration project. It was concluded that the wind towers have been proven to be ineffective. Ms. Moses proposed striking this item altogether. Ms. Girard stated on behalf of Last Stand they would like to see the whole exception to the wind turbines stricken. If someone comes forward and proposes a great plan in the future, then it can be looked at with specific considerations in mind.

Ms. Santamaria stated the plan is to bring this amendment back to the DRC and get more data for community-specific amendments. It will be brought back as two items: One as a comp plan and an LDR for more discussion and more input.

3.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING A DEFINITION OF OFFSHORE ISLAND; AMENDING POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICY 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-007)

(2:38 p.m.) Ms. Santamaria presented the staff report. Ms. Santamaria reported that this amendment has stemmed from the comprehensive plan update process. There was a lot of discussion on where to direct and how to direct development in the future and if it is appropriate to go to offshore islands. The BOCC asked staff to remove this from the general comp plan update and process it as a stand-alone amendment. The definition of "offshore island" has been included. The new provision is that TDRs and TREs would not be allowed to transfer to an offshore island.

Ms. Santamaria asked for public comment.

Attorney Nick Batty was present on behalf of FEB Corporation with respect to Wisteria Island. Mr. Batty stated the issues that FEB has with this proposed amendment pertain to the receiver sites for TREs have to be within a Tier III designated area and must not be an offshore island. Policy 206.1.2 provides that Monroe County shall discourage the development

of offshore islands which have no prior development and have significant upland habitat by discouraging the extension of public facilities and designating the offshore islands as Tier I. That makes a scenario where ROGO exemptions cannot be transferred to those islands and at the same time bumps them down to a Tier I level for the ROGO allocation program. Mr. Batty pointed out there is no definition proposed for "significant upland habitat." Significant upland habitat does not necessarily coincide with environmentally sensitive areas. As a result, areas like Wisteria Island, which does not have significant areas of environmentally sensitive habitat, would by default be lumped in with a Tier I designation, which is contrary to the intent of the code. Bumping them down to a Tier I in terms of the ROGO allocation system and not allowing any transfers of TREs to the area would result in a situation where there would be no beneficial uses for the properties. Mr. Roberts replied that using the blanket and undefined term "significant upland habitat" does not account for the differences in the natural features of those properties and effectuate the intent of the Tier I and Tier III definitions. Ms. Santamaria added that no changes are being proposed to the Tier III criteria for designating any land. Mr. Batty replied that islands which currently do not have a tier designation and would fit whatever the definition is determined to be of "significant upland habitat" and have no prior development would be pushed into that Tier I category without any other consideration. Ms. Santamaria stated no particular tier designation is being proposed for any offshore island. This is simply policy, not property specific. Ms. Santamaria will review this further and consider proposing a definition for "significant upland habitat."

Ms. Girard, on behalf of Last Stand, stated it makes very little difference what is on the upland, whether or not there even is upland, because offshore islands are surrounded by shallow waters and environmentally sensitive benthic resources and are important for avian species. Ms. Girard emphasized a survey containing 76 different species of native plants and a report regarding the importance of Wisteria Island for the white crown pigeons a couple of hundred feet away from Wisteria Island are on file with the County. Last Stand thinks it is extremely appropriate that offshore islands be given Tier I designations and that they not be considered as receiver sites because they are inappropriate for development in a county that has a limited number of ROGOs and is basically facing build-out. Ms. Santamaria clarified that this is not a property-specific amendment. Ms. Santamaria further clarified that the tier designations are based on upland habitat. Mr. Roberts clarified for Ms. Girard that native areas that provide corridors or wildlife access between other larger native areas are part of the Tier I designation. Mr. Batty pointed out it is important to make sure the intent of the code is being effectuated.

Ms. Santamaria asked for further public comment. There was none. Public comment was closed.

Ms. Santamaria stated staff will review all the comments made and will look at defining "significant upland habitat" and bring this back to the DRC for one more round of public input before taking it to the Planning Commission.

ADJOURNMENT

The Development Review Committee meeting was adjourned at 2:55 p.m.

Ex. 3

DEVELOPMENT REVIEW COMMITTEE

Tuesday, August 25, 2015

MEETING MINUTES

The Monroe County Development Review Committee conducted a meeting on **Tuesday, August 25, 2015**, beginning at 1:00 p.m. at the Marathon Government Center, Media & Conference Room (1st floor, rear hallway), 2798 Overseas Highway, Marathon, Florida.

CALL TO ORDER

ROLL CALL by Gail Creech

DRC MEMBERS

Mike Roberts, Sr. Administrator, Environmental Resources	Present
Emily Schemper, Comprehensive Planning Manager	Present
Kevin Bond, Planning & Development Review Manager	Present

STAFF

Steve Williams, Assistant County Attorney	Present
Matt Coyle, Senior Planner	Present
Devin Rains, Senior Planner	Present
Thomas Broadrick, Senior Planner	Present
Gail Creech, Planning Commission Coordinator	Present

CHANGES TO THE AGENDA

Mr. Roberts announced Items 5 and 6 will be heard first.

MINUTES FOR APPROVAL

Mr. Roberts deferred approval of minutes to the next DRC meeting.

MEETING

New Items:

5.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING POLICY 101.5.31 TO ADDRESS NON-HABITABLE ARCHITECTURAL DECORATIVE FEATURES WITHIN THE OCEAN REEF COMMUNITY; AND CREATING POLICIES 101.5.32 AND 101.5.33 TO PROVIDE CERTAIN EXCEPTIONS TO THE HEIGHT LIMIT IN ORDER TO PROTECT PROPERTY FROM FLOODING AND REDUCE FLOOD INSURANCE COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING

FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-006)

Mr. Roberts presented the staff report. Mr. Roberts reported that while working on the comp plan update the BOCC directed staff to maintain the existing adopted height and offshore island policies and to pull the proposed changes for further review and submit as a separate amendment. The proposed text amendment has been reviewed at two prior DRC meetings. Policy 101.5.30 adds mechanical equipment to the 35-foot limit while excluding certain structures. There are no exceptions to the height limitation in Airport districts. Policy 101.5.31 for Ocean Reef, which is a gated and isolated community with a distinct community character, includes non-habitable architectural decorative features that exceed the 35-foot height limit, but such features shall not exceed five feet above the building's roof line. There are Land Development Code amendments to reflect these policies. Policy 101.5.32 provides that certain buildings voluntarily elevated to meet or exceed the FEMA base flood elevation (BFE) may exceed the 35-foot height limit. New buildings voluntarily elevated to exceed the building's minimum required BFE may exceed the 35-foot height limit by three feet. For lawfully established existing buildings which do not exceed 35 feet and are voluntarily retrofitted to meet and/or exceed the building's minimum required BFE, an exception of a maximum of five feet above the 35-foot height limit may be permitted.

Bill Hunter, resident of Sugarloaf Key, asked for the rationale for the difference of an extra two feet between an existing building and a new building. Mr. Coyle explained that it is to allow a homeowner more room to get into compliance and go up. Mr. Hunter then asked for clarification on the definition of "retrofit." Mr. Roberts stated that retrofitting means making changes to an existing building to protect it from flooding or other hazards. Demolition and reconstruction of a new structure would not fit within that definition.

Dottie Moses, on behalf of the Federation of Homeowners Association, stated that the Federation consistently maintains its opposition to raising the height limit. Ms. Moses asked who is requesting the height increase. Mr. Roberts replied that this amendment was staff-initiated at the direction of the BOCC. Ms. Moses believes that the recent change in the code that allows setbacks being used for parking in URM zones will result in another floor of bedrooms being added under this amendment, which will increase density. The hurricane evacuation issue is always a concern in the community, also. Ms. Moses then asked where the exception provided for properties located in the AE 10 or VE 10 or greater FEMA flood zones originated. Ms. Schemper will look into that for Ms. Moses. Ms. Schemper added that this item will be brought back to the DRC one more time.

Joel Reid, on behalf of Ocean Reef Club and Ocean Reef Community Association, commented that these two associations have asked for height changes to address their community concerns. Mr. Reid expressed disappointment that some items Ocean Reef has been asking for have not been included in the staff report. Mr. Reid then asked for clarification regarding architectural elements exceeding 40 feet under Policy 101.5.33. Ms. Schemper explained that Policy 101.5.33 applies to lawfully established buildings that are already over 35 feet high. The intent is if it was a pre-existing feature, then the BOCC could approve it, but if it is a proposed architectural

feature an exception would not be given if it is over 40 feet. Mr. Reid stated Ocean Reef would like some protection in order for residents to be able to build back their structures without losing their views. Ms. Schemper pointed out that this amendment is to protect what is already in existence while also meeting the flood requirements. The existing intensity or density type of use would be protected. Policy 101.5.33 does not specifically address increasing slab-to-slab heights. That would have to be approved by the BOCC if over 40 feet. The mechanism of going through the approval process to the BOCC has not been thoroughly fleshed out. That would be in the Land Development Code portion of the amendment. Mr. Reid asked how rebuilding and doing modifications to the Ocean Reef Cultural Center and boat storage area would be handled. Ms. Schemper responded that the full amount of data in those issues has not been received by staff at this point.

6.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICIES 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (File 2015-007)

Ms. Schemper presented the staff report. Ms. Schemper reported that this is another item originally contemplated during the comp plan update. Staff was directed by the BOCC to pull it out as a separate text amendment. This was already reviewed at two DRC meetings and has been continued to this meeting to get additional public review, input and discussion. The proposed changes are about where development in terms of TDRs and the transfer of ROGO exemptions are directed. Existing Policy 101.5.8 allows for the transfer of units based on certain criteria. The new policy expands the criteria and has additional standards to utilize the tier system. The sender site must be located in Tier I, II, or III-A, or any tier designation if it is within the military installation impact overlay. The receiver site must have a future land use category ability and zoning district that allows the use, must meet the adopted density standards, include all infrastructure, be located within Tier III and may not be within a V zone or a CBRS unit. The comprehensive plan specifies specific habitat types and the certain zoning districts that were allowed on sender site TDRs. The offshore island zoning category is specifically identified as an eligible sender site. The new proposed policy utilizes the tier designation to specify the sender site because this already accounts for both habitat types and zoning districts that were in the existing policy. The new policy states only parcels designated Tier III can be receiver sites and they must have an adopted maximum net density standard, which would be based on their zoning category. Ms. Schemper reviewed Policy 206.1.2, which prohibits development on offshore islands, and the definition of significant native upland habitat. This item will be brought back to the DRC one more time.

Julie Dick with Everglades Law Center, present on behalf of Florida Keys Environmental Fund and Last Stand, believes Policy 206.1.2 is redundant and is addressed somewhere else in the

comp plan. Ms. Dick suggested eliminating the entire policy because any confusion resulting from this policy leaves the door open to misinterpretation. Ms. Dick supports Policy 101.6.8 in making sure that offshore islands are not receiver sites.

Bart Smith, Esquire, commented that generally he appreciates the revisions made to the obtaining and transferring of TDRs. On behalf of FEB Corp. Mr. Smith stated most of the receiver site criteria in the staff report seems very logical. Mr. Smith does not, however, feel that the sixth criteria that blanketly prohibits offshore islands from being receiver sites is logical because there is not any data and analysis identifying the reasons why an offshore island cannot be a receiver site. Mr. Smith feels that the definition of "significant native upland habitat" is a well-thought-out definition. Mr. Smith stated everything in the proposed ordinance makes logical sense and is conforming except for the blanket prohibition of offshore islands.

Naja Girard, speaking on behalf of Last Stand, addressed Mr. Smith's comments by responding that one thing different about offshore islands is that shallow waters surround the offshore islands and include benthic resources that the comp plan directs the County to protect. Encouraging development on offshore islands would require the acceptance of all the boating traffic that would be created as a result of that development. Ms. Girard agrees that Policy 206.1.2 is redundant and changes the normal way offshore islands are designated Tier I, which could result in confusion on its interpretation. Ms. Girard believes this weakens the protection of all offshore islands. Ms. Girard also believes there is not accurate data on what actually exists on these islands.

1.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM INDUSTRIAL (I) AND COMMERCIAL FISHING AREA (CFA) TO MIXED USE (MU), FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS A PARCEL OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, BIG COPPITT KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00120940.000100, AND FROM INDUSTRIAL (I) TO COMMERCIAL 2 (C2) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS FOUR PARCELS OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, ROCKLAND KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00122080.000000, 00122081.000200, 00122010.000000 AND 00121990.000000, AS PROPOSED BY ROCKLAND OPERATIONS, LLC AND ROCKLAND COMMERCIAL CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE.
(File 2012-069)

Ms. Schemper presented the staff report. Ms. Schemper reported that this item is a zoning amendment to accompany a FLUM amendment which has already been transmitted by the BOCC to DEO. Staff has received the objections, recommendations and comments report on the FLUM amendment. DEO's objection was that it was increasing the potential residential

development and should be revised to allow other residential uses. The original deadline for adopting that FLUM amendment was September 19, but staff has asked for an extension based on the applicant's delay and the new deadline is March 15, 2016. The current zoning amendment would be required to match the FLUM amendment. The applicant is required to revise the total FLUM amendment to include a comp plan policy that would limit any residential development on the site to affordable housing only. This affects only the northernmost L-shaped parcel on the map. The southern parcels are proposed to become commercial with no residential density. Today's discussion concerns the zoning portion of the amendment. The net change in development for the entire site will actually be a reduction in residential density. The Big Coppitt portion of the site would have an increase in affordable residential, but the proposed comp plan policy will limit all residential development to affordable housing on that site. Staff has found that any impact is not anticipated to have an adverse effect on community character. Staff has found no adverse effects for traffic circulation. There is sufficient capacity for the public facilities for potential development under this zoning amendment. Staff has found that the proposed amendment is consistent with the Monroe County comprehensive plan and the Land Development Code. The proposed zoning map amendment is necessary to be consistent with the proposed FLUM amendment that the BOCC has already recommended and transmitted to the State. Staff recommends approval of the proposed amendment. This is contingent on the adoption of the FLUM amendment.

Deb Curlee, resident of Cudjoe Key, asked what the Navy has to say about this amendment. Ms. Schemper replied that the portion of affordable housing is actually in the noise zone at the greatest distance compared to the rest of the property. Bart Smith, Esquire, agreed and added that the requirement to sound-attenuate to the level the Navy requests is specifically written in to the site-specific zoning.

2.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM RESIDENTIAL CONSERVATION (RC) TO RECREATION (R) AND CONSERVATION (C), FOR PROPERTY DESCRIBED AS A PARCEL OF LAND IN SECTION 24, TOWNSHIP 59 SOUTH, RANGE 40 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF TRACT A, HARBOR COURSE SOUTH, SECTION ONE, OCEAN REEF PLAT NO. 14 (PLAT BOOK 7, PAGE 9), KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00573690.003900, AS PROPOSED BY OCEAN REEF CLUB INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN AND FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-047)

3.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM NATIVE AREA (NA) TO PARKS AND REFUGE (PR) AND CONSERVATION DISTRICT (CD), FOR PROPERTY DESCRIBED AS A PARCEL OF LAND IN SECTION 24, TOWNSHIP 59 SOUTH, RANGE 40 EAST, KEY LARGO,

MONROE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF TRACT A, HARBOR COURSE SOUTH, SECTION ONE, OCEAN REEF PLAT NO. 14 (PLAT BOOK 7, PAGE 9), KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00573690.003900, AS PROPOSED BY OCEAN REEF CLUB INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE.
(File 2015-048)

Ms. Schemper presented the staff reports. Ms. Schemper reported that these two amendments are FLUM and zoning amendments that coordinates with one another for a parcel within Ocean Reef proposed by Ocean Reef Club. The site is 11 acres and currently has a FLUM designation of Residential Conservation with a zoning category of Native Area. The property owners would like to develop a park on a portion of the site and are requesting to change the FLUM to 9.5 acres of Conservation and a little over 1.5 acres of Recreation for the FLUM and, corresponding to that, 9.5 acres of Conservation zoning and 1.5 acres of Park and Refuge zoning. The density and intensity change for this amendment would be a decrease in both residential and non-residential density and intensity. There is no adverse impact on community character and no additional impact foreseen for any of the public facilities. Staff has found both proposed amendments would be consistent with the comp plan and the Land Development Code and is consistent with the principles for guiding development. These amendments support Ocean Reef's desire to increase some of the park and recreational space within the community based on an increase in the number of families with children currently in their community. If the corresponding FLUM amendment is transmitted to the State and adopted, then the zoning plan would be required to remain consistent with the FLUM. Staff is recommending approval of the FLUM amendment from Residential Conservation to Conservation and Recreation and staff is recommending approval of the zoning amendment from Native Area to Parks and Refuge and Conservation district. The zoning recommendation would be contingent on the approval and effectiveness of the proposed FLUM amendment that corresponds with this.

Joel Reid, the representative of the applicant, stated that Ocean Reef Club is always looking to enhance the community's experience and meet their needs for the community members.

Mitch Harvey, resident of Key Largo, asked whether Mr. Roberts had any concern with clearing of upland habitat of protected species of 1.71 acres for the sole purpose of providing a park for homeowners. Mr. Roberts replied that the applicant is required to coordinate directly with U.S. Fish & Wildlife for the protection of these species. The County's clearing requirements would fall back to the original development orders for Ocean Reef Club because it is not dictated by the tier clearing limits in the code.

4.PL OCEAN RESIDENCES, 97801 OVERSEAS HIGHWAY, KEY LARGO, MILE MARKER 98: A PUBLIC MEETING CONCERNING A REQUEST FOR A MINOR CONDITIONAL USE PERMIT. THE REQUESTED APPROVAL IS REQUIRED FOR THE DEVELOPMENT OF A PROPOSED 24 ATTACHED DWELLING UNITS DESIGNATED AS

AFFORDABLE HOUSING, 28 DETACHED DWELLING UNITS OF MARKET RATE HOUSING, AND ASSOCIATED AMENITIES. THE SUBJECT PROPERTY IS DESCRIBED AS PARCELS OF LAND LOCATED IN SECTIONS 5 AND 6, TOWNSHIP 62 SOUTH, RANGE 39 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00090810.000000, 00090820.000000, 00090840.000000, 00090840.000100, AND 00090860.000000.
(File 2015-049)

Ms. Schemper presented the staff report. Ms. Schemper reported that this is a request for a minor conditional use permit which is required because the applicant is requesting to develop 24 attached dwelling units. Within the Urban Residential zoning category that use requires a minor conditional use permit. The development is reviewed by staff as a whole for consistency sake. The total proposal is requesting 24 attached dwelling units as affordable housing and 28 detached dwelling units as market rate housing. The site's current characteristics and zoning were described. The site has ROGO exemptions for 20 permanent dwelling units.

Ms. Schemper then listed the categories where staff has found either compliance is still to be determined or the site was found not in compliance. Compliance with the residential ROGO is to be determined because at the time of the building permit is when the applicant applies for their ROGO allocations. An additional eight market rate ROGO allocations and 24 affordable housing ROGO allocations would be needed. Permitted uses is listed as not in compliance because the attached residential dwelling units are permitted with the condition that sufficient common areas for recreation are provided to serve the number of dwelling units proposed to be developed. Compliance is to be determined on residential density and maximum floor area because the site requires 7.6 transferred development rights which are done at the time of the building permit. Compliance is to be determined on required open space because the calculations were not comparable of the upland area on the site plan. Mr. Roberts noted that the indicated shoreline setbacks were either incorrect or not clearly depicted on the site plan.

Ms. Schemper continued to report that most of the non-shoreline setbacks are in compliance at this point, but the setback lines shown on the site plan are not necessarily the correct lines in every situation. The surface water management will be dealt with for full compliance at the time of permit application. Mr. Roberts noted that there was conflicting information on the site plan regarding the depth to ground water. Ms. Schemper continued to report that there are inconsistencies on the site plan regarding the height of the fencing and privacy wall. The privacy wall shown on the site plan separates the site completely between the attached units and the detached units, which basically turns the parcel into two separate developments and they would each need to meet all of the land development regulations on their own. Some sort of connection is needed between the two. Compliance for flood plain, energy conservation and potable water is to be determined, as well as environmental design criteria and mitigation, at the building permit stage. The required parking is also affected by the separation between the two types of units on the site plan. The total number of parking spaces is sufficient if the site is viewed as a whole. The required bufferyards are not in compliance because the site plan shows some incorrect bufferyards. Mr. Roberts added that the property was rezoned from URM to UR and the URM boundary buffers are being shown.

Ms. Schemper continued to report that the square footage of the signage proposed has some issues and recommended that the signage be done separately as part of the fence permit at the time of the building permit. The access is currently under review by the County's traffic consultant. The site plan shows the County standards on U.S.1, but also needs to comply with FDOT standards. Compliance is to be determined on inclusionary housing at the time of the building permit because when the tenth permanent market rate unit gets its certificate of occupancy, a certificate of occupancy is required on at least three of the affordable housing units, and a proportional increase continues accordingly throughout the development. Given all of those items, staff still recommends approval. A list of 22 conditions required are listed in the staff report.

Jorge Cepero, present on behalf of the applicant, clarified that there is still one structure, a gatehouse, in the front of the property that was not demolished.

Robert Ginter, owner of an adjoining property, is concerned about the fencing and buffers to protect the neighborhood. Ms. Schemper explained that there are quite a few buffers on the site plan. There is an access off of First Street for a portion of the property. Ms. Schemper will make the site plan available to Mr. Ginter at the end of today's meeting.

Mitch Harvey, resident of Key Largo, is concerned that this is the one time that the public has a chance to review this proposal and there are so many items still not deemed to be in compliance. Ms. Schemper explained that there is a 30-day notice that goes out that says the Planning Director intends to issue the minor conditional use permit, as well as a legal ad. The Planning Director's decision will not be made until these items are all fulfilled. The revised proposal will be available through the Planning Department.

ADJOURNMENT

The Development Review Committee meeting was adjourned at 2:32 p.m.

Ex.4

DEVELOPMENT REVIEW COMMITTEE

Tuesday, October 27, 2015

MEETING MINUTES

The Monroe County Development Review Committee conducted a meeting on **Tuesday, October 27, 2015**, beginning at 1:00 p.m. at the Marathon Government Center, Media & Conference Room (1st floor, rear hallway), 2798 Overseas Highway, Marathon, Florida.

CALL TO ORDER

ROLL CALL by Gail Creech

DRC MEMBERS

Mayte Santamaria, Senior Director of Planning and Environmental Resources	Present
Mike Roberts, Senior Administrator, Environmental Resources	Present
Emily Schemper, Comprehensive Planning Manager	Present
Kevin Bond, Planning & Development Review Manager	Present

STAFF

Devin Rains, Senior Planner	Present
Gail Creech, Planning Commission Coordinator	Present

CHANGES TO THE AGENDA

Ms. Santamaria asked that Items 2 and 3 be read together.

MINUTES FOR APPROVAL

Ms. Santamaria approved the meeting minutes of July 28, 2015, August 25, 2015, and September 29, 2015.

MEETING

New Items:

1.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM SUBURBAN COMMERCIAL (SC) TO MIXED USE (MU), FOR PROPERTY LOCATED AT 28500 AND 28540 OVERSEAS HIGHWAY, LITTLE TORCH KEY, MILE MARKER 28.5 OCEANSIDE, LEGALLY DESCRIBED AS PARCELS OF LAND IN A PART OF U.S. GOVERNMENT LOT 6, SECTION 28, TOWNSHIP 66 SOUTH, RANGE 29 EAST, LITTLE TORCH KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00113570-000000, 00113570-000100, 00113570-000200, 00113590-000000 AND 00113620-000000, AS PROPOSED BY PATRICK R AND DIANE COLEE, DOLPHIN MARINA ASSOCIATES LTD AND TORCH KEY PROPERTIES LTD; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING

PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE. (2015-152)

Mr. Bond presented the staff report. Mr. Bond reported that this is a land use district map amendment from Suburban Commercial to Mixed Use. The property is located oceanside on Little Torch Key and serves as a land base for the Little Palm Island. There is no FLUM change required for this proposed amendment. The property was described. Mr. Bond stated the change in development potential between the two districts would result in a reduction of eight permanent residential units, a slight increase in max net density, a net zero change in transient development potential and no change in commercial development potential. The change would open up the possibility of some uses that are currently prohibited within the SC district. Staff has evaluated the proposed amendment and found it is consistent with the comprehensive plan and that the request does fall under two provisions of the code: Number 4, new issues; and 6, data updates, primarily due to the Lower Keys Livable CommuniKeys Plan (LCP). It is consistent with the Lower Keys LCP. Staff recommended approval of the proposed amendment.

James Hendrick was present on behalf of the applicant and commended staff on their memorandum.

Ms. Santamaria asked for public comment.

Dottie Moses, Key Largo resident, asked why the applicant is changing the zoning Ms. Santamaria replied that the applicant wants to have a use their current zoning does not allow, which will reduce the overall allocated density, but they can transfer in up to 11 more units through TDRs. Mr. Hendrick assured Ms. Moses that the applicant is definitely not interested in having a light industrial use on the property.

Bill Hunter, Sugarloaf Key resident, asked for clarification on the justification for the request. Mr. Bond explained that there are seven different factors by which map amendments are to be evaluated. Any one of those factors can be a justification for map amendment approval. Number 4 is new issues, the new Lower Keys LCP, which was not in effect prior, and Number 6, data updates, which is the LCP that was not in effect at the time of their original zoning. The Lower Keys LCP is not inconsistent and is new data in the County's files. Mr. Hendrick noted that the applicant has other rationale for the proposed change.

Deb Curlee, Cudjoe Key resident, asked for clarification on what is being proposed to be on the property. Ms. Santamaria responded that this is a map amendment only and the specific development is not the subject of the amendment. Mr. Hendrick offered to e-mail Ms. Curlee an outline of the proposed development. Mr. Bond explained for Ms. Curlee that with the map amendment staff evaluates what the potential is, not what they specifically may or may not be planning to do. Anything listed as a major or minor conditional use would go through the review process and, if the applicant meets all of those conditions staff would have no basis for saying no and would approve it. Ms. Creech and Mr. Bond confirmed that no negative feedback was received from any neighbors.

Ms. Santamaria asked for further public comment. There was none.

2.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING POLICY 101.5.31 TO ADDRESS HEIGHT EXCEPTIONS FOR NON-HABITABLE ARCHITECTURAL DECORATIVE FEATURES WITHIN THE OCEAN REEF MASTER PLANNED COMMUNITY; AND CREATING POLICIES 101.5.32 AND 101.5.33 TO PROVIDE CERTAIN EXCEPTIONS TO THE HEIGHT LIMIT IN ORDER TO PROTECT PROPERTY FROM FLOODING AND REDUCE FLOOD INSURANCE COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (File 2015-006)

3.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY LAND DEVELOPMENT CODE AMENDING SECTION 101-1 TO CREATE DEFINITIONS RELATED TO FLOOD PROTECTION HEIGHT EXCEPTIONS; AND AMENDING SECTION 130-187 TO PROVIDE CERTAIN EXCEPTIONS TO THE HEIGHT LIMIT IN ORDER TO PROTECT PROPERTY FROM FLOODING AND REDUCE FLOOD INSURANCE COSTS AND TO ADDRESS HEIGHT EXCEPTIONS FOR NON-HABITABLE ARCHITECTURAL DECORATIVE FEATURES WITHIN THE OCEAN REEF MASTER PLANNED COMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE; PROVIDING FOR AN EFFECTIVE DATE.
(File #2015-171)

Ms. Santamaria presented the staff report. Ms. Santamaria reported that this is the fourth DRC meeting on the proposed comp plan amendments for the height provisions. The BOCC asked staff to work on the height policies that were in the comp plan update and process them separately so that they could be fully vetted and worked through as one topic versus within the entire comp plan update. The previous various staff reports are attached to show how these amendments have been revised. Ms. Santamaria stated there is a proposed policy change to Policy 101.5.3 to incorporate the height definition that is in the code today into the comp plan as well. That height is defined as "The vertical distance between grade and the highest part of the structure."

Ms. Santamaria reported that the next amendment is to Policy 101.5.31, Ocean Reef-specific, related to non-habitable architectural decorative features. This would allow these features to be above the roof line of those homes up to five feet. The overall height of those structures still cannot exceed a 40-foot height imit. There are no differences between this version and what was presented at the last DRC meeting regarding this policy.

Mr. Hendrick, present on behalf of Ocean Reef, stated Policy 101.5.31 does not address Ocean Reef's needs. Ocean Reef had asked for three things. Mr. Hendrick acknowledged that staff has not received the additional information it had requested. Mr. Hendrick stated Ocean Reef contains several buildings which now greatly exceed the 35-height limitation, do not comply with flood, and Ocean Reef would like for them to be elevated. Mr. Hendrick submitted a document detailing what Ocean Reef is asking for with regard to the corresponding Land Development Code. Mr. Hendrick continued to explain that Ocean Reef is most concerned about the lawfully established existing buildings which exceed 35 feet and do not meet flood. There is no mechanism in the proposed policies which allows for those buildings to be made flood-compliant as-of-right. Mr. Hendrick pointed out that Ocean Reef is a master-planned community, completely isolated from the rest of Monroe County, and they have established their own community character, which is not 35 feet in height. Ocean Reef would ask for a policy which enables them to replace their existing buildings, floor for floor, to allow for flood compliance. Ocean Reef would also like to increase their slab-to-slab height in building to be consistent with what people expect when they go to a luxury resort. Mr. Hendrick then stated Ocean Reef is concerned about their cultural center because that building cannot accommodate the fly space that is needed. Ms. Santamaria confirmed that staff has not received information from Ocean Reef that they have requested. Staff needs more information so they can evaluate and understand what is being requested. Staff has not received information on the Ocean Reef Cultural Center.

Dottie Moses, speaking on behalf of Island of Key Largo Federation of Homeowners, voiced concern these policies could spill over into Unincorporated Monroe County. Ms. Curlee agreed. Ms. Santamaria explained that staff would like to start to move this item toward the Planning Commission unless members of the public would like to have another DRC meeting to get more input. Alicia Putney, speaking on behalf of Last Stand, reiterated what Ms. Moses stated regarding spillover into Monroe County.

Ms. Santamaria then reported that the next proposed amendment is to Policy 101.5.32, and this is to create a flood protection height exception up to five feet above the 35-foot height limits to allow buildings to go three feet above their base flood elevation. In no event under this policy will a building be over 40 feet. The policy is specific to new buildings and for existing buildings. If the building is not being elevated to meet at least the required base flood elevation this exception cannot be used at all. This exception would not be provided for buildings located in the very hazardous flood zones.

Ms. Santamaria asked for public comment.

Ms. Moses commented that adding an extra three feet to meet base flood elevation should be allowed with the 35-foot height limit remaining. Ms. Moses does not see the need for this amendment for new construction. Ms. Santamaria explained that staff does not know how many homes there are in the County below base flood right now. Staff is working on getting information from the Property Appraiser to see if somehow that information can be extrapolated, but it is not available at this time. Ms. Santamaria confirmed for Ms. Moses that this policy refers to elevating existing structures. If a house is torn down it must be rebuilt to a 35-foot height limit. Ms. Santamaria then explained between the last DRC meeting and today the

language has been reorganized a bit, but it is the same information. Language has been added that if a building is not being elevated to at least meet base flood it is not eligible for this exception. This exception shall also apply to the substantial improvement of buildings, whether voluntary or not.

Ms. Putney stated that it would be helpful to know what the FEMA maps will show. Ms. Putney then noted that with new construction, although there may be a hardship involved, it can be made to work within the 35-foot height limit. Ms. Moses stated the Federation opposes raising the 35-foot height limit on new construction. Ms. Moses shared a newsletter written by Dennis Henize, a retired meteorologist, stating that communities should be thinking in terms of decelerating growth, especially in the eyes of sea level rise. Ms. Putney pointed out that pre-FIRM, January 1, 1975, people built on the ground mostly and built a small enough house that they could afford to lose. With insurance, houses got bigger, higher and fancier. Citizens need to open up their minds to reverting back to smaller homes given sea level rise and FEMA.

Ms. Santamaria then reported that Policy 101.5.33 is another flood protection height exception, but this is for lawfully established existing buildings which already exceed the 35-foot height limit. If a lawfully established existing building which already exceeds the 35-foot height limit wants to rebuild over 40 feet, they would have to go before the BOCC and meet specific criteria. The BOCC would then decide and specify the height that they could build to. Ms. Santamaria reviewed the criteria used by the BOCC to evaluate the request. The BOCC would have to pass a resolution stating which height a homeowner could build to. Ms. Santamaria explained there are condo structures where clearly units would be lost if redeveloped at the 35-foot height limit.

Ms. Moses pointed out the amendment, as written, does not apply to only multi-tenant buildings, but would apply to any building. Ms. Santamaria added that the public can suggest a provision that this is for multi-family structures only. Ms. Curlee agreed with that suggestion. Ms. Moses noted that previously Legal staff had referred to a Bert Harris implication when discussing this. Ms. Santamaria stated at the next meeting there will be an attorney present who will be able to address that. Mr. Hunter asked if there are any commercial buildings that fall into this category. Ms. Santamaria is unaware of any, but stated that does not mean there is not one in existence. Ms. Moses asked what effect raising some of the low roads would have on this. Ms. Santamaria explained that grade is either natural elevation or crown of the road, whichever is higher. Ms. Moses believes that could exacerbate things.

Mr. Hendrick commented that there are many commercial buildings throughout the County over 35 feet. Mr. Hendrick stated Ocean Reef has a boat barn well over 35 feet. They have real concerns because they would like to elevate, but if they do they are going to lose rack space when they already cannot supply the need that they have. Mr. Hendrick then asked that the words "building envelope" be substituted with "building footprint" to be able to modernize these spaces. Ms. Santamaria confirmed for Mr. Hunter that boat barns would fall within the definition of "building."

Ms. Santamaria asked for further public comment. There was none.

4.AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY COMPREHENSIVE PLAN CREATING A DEFINITION OF OFFSHORE ISLAND; AMENDING POLICIES 101.5.8 AND 101.13.5 WITHIN THE FUTURE LAND USE ELEMENT AND POLICY 207.1.2 WITHIN THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT TO FURTHER CLARIFY THE DEVELOPMENT OF OFFSHORE ISLANDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTy7u65IVE DATE.
(File 2015-007)

Ms. Santamaria presented the staff report. Ms. Santamaria reported that this item started with the comp plan update in dealing with amendments that prohibited transferable ROGO exemptions and transferable density from going to an offshore island. After numerous public comments the BOCC asked staff to extract those amendments from the overall comp plan update and process them separately. This amendment reflects the comp plan update. This proposed amendment is to Policy 101.6.8, which is the transfer of ROGO exemptions. The existing text in the staff report for this policy is already included in the comp plan update and has been transmitted to the State with the exception of Receiver Site Criteria Number 6, which says it is not an offshore island. This is a separate stand-alone amendment so focus can be placed on this one topic. Policy 101.13.3, which is the transfer of development rights, has been transmitted to the State with the EAR-based amendments except for Receiver Site Criteria Number 7, which states it is not an offshore island. That also reflects the initial amendment in the comp plan update the BOCC asked staff to extract and process separately. Policy 206.1.2 had an added statement not transmitted with the comp plan update regarding discouraging the development of offshore islands. This added statement has been struck for consideration and still includes existing policies in the comp plan that offshore islands should be designated as Tier I and it has the existing policy that development shall be prohibited on offshore islands, including spoil islands which have been documented as an established bird rookery based on resource agency best available data or survey. Staff is proposing a definition for the entity "offshore island" as "Offshore Island means an area of land surrounded by water which is not directly or indirectly connected to US-1 by a bridge, road or causeway."

Ms. Santamaria asked for public comment.

Lance Kyle, owner of an offshore island in Monroe County, asked for an explanation of "severability" as used in the agenda. Ms. Santamaria explained that the one provision of offshore island could be appealed and extracted out without overturning the rest of the ordinance and keeping it from becoming effective. Ms. Santamaria further explained for Mr. Kyle that she believes the ten-acre size determination came from the '86 code. Mr. Roberts clarified for Mr. Kyle that the fact that his island is only 800 feet from US-1 does not give it any kind of special consideration.

Gidget Jackson asked whether there is any flexibility in the restricted use for the islands for camping. Ms. Santamaria responded that the zoning category allows for camping of the owner

only. Law enforcement would have to be called for trespassers on an offshore island. Mr. Hendrick confirmed that the ten-acre determination did come from the '86 code, if not before.

Bart Smith, Esquire, was present on behalf of FEB Corp. Mr. Smith asked staff to look closely at whether it is necessary to prohibit transferring TREs onto offshore islands because TREs take pressure off of the allocation system and offshore islands are already limited in density to .1 per acre. There are restrictions in place that require all of the development potential be in place with the correct development requirements. Mr. Smith agreed with the prior comments made by Ms. Dick on behalf of Last Stand regarding the redundancy of the language in 206.1.2 because that is already provided for in the policy as written. Mr. Smith believes the citation to the ALJ order from 2006 regarding the four-acre threshold was incorrect. Mr. Smith stated now that the language that defines "significant upland habitat" has been eliminated and the term "offshore island" is being added to the defined terms of the glossary the policies identify when development on offshore islands should be prohibited is based on the documentation of an established bird rookery or nesting area. Those terms are not defined in the comprehensive plan and the land development regulations and should be. Without having a quantifiable or objectionable criteria for what an established bird rookery or nesting area is it could be left to interpretation. FEB Corp. has retained Phil Frank, a well-respected biologist in the community, to put together a proposed definition for "established bird rookery or nesting area." Copies of the definition were submitted to staff. Mr. Frank then explained how he worked through the definition and what he reviewed in order to come up with that definition. Mr. Frank stated the common theme in the definitions as cited by different authorities is the words "communal nesting, gregarious birds, prominent colonies, colony forming, gregarious colony." Mr. Smith read aloud the proposed definition. Mr. Smith believes if this term that is utilized for the absolute prohibition of development is not defined it will be left open to interpretation that will be fought over for years to come.

Ms. Santamaria stated that part of the reasons a definition for "bird rookery" is not proposed in this amendment is that in the comp plan update the definition as "A communal nesting ground for gregarious birds" was included, as well as a definition for "nesting area." This has been transmitted to the State. Ms. Santamaria read aloud the definition for "nesting area." Mr. Frank pointed out that passerine birds are not listed in the definition and should be. Mr. Smith stated he is concerned that the definition for "nesting area" is too broad and could prohibit development on any offshore island.

Ms. Curlee noted that solitary birds, which are not included in the definition, are equally as important. Ms. Curlee does not agree with Mr. Frank's definition, but does agree with staff's. Mr. Smith believes the definition needs to be clarified so that arguments are not made that all offshore islands are nesting islands.

Julie Dick of the Everglades Law Center, present on behalf of Last Stand and Florida Keys Environmental Fund, re-emphasized that offshore islands are the last place to be encouraging development because they are not connected to public facilities and are some of the most environmentally sensitive areas in the entire Keys. Development rights should not be moved to offshore islands because they are the hardest areas to evacuate. Ms. Dick disagreed with Mr. Smith that TREs should not have the restriction on transferring receiver sites to offshore islands.

Ms. Dick appreciates staff removing the confusing and redundant new language in Policy 206.1.2, but continues to believe the entire policy should be removed. Ms. Dick stated Last Stand and Florida Keys Environmental Fund will likely support staff's existing definition over what has been proposed today, but will need time to confer on that.

Mr. Hendrick, speaking on behalf of himself, stated he fully supports the idea of protecting bird rookeries, but feels that it seems illogical to focus and protect nesting areas on offshore islands because nesting areas are located everywhere. Ms. Santamaria clarified Policy 206.1.2 does not actually refer to nesting areas. Mr. Frank commented when the comp plan was written back in 1986 the bird rookeries were teased out as special resources. Mr. Smith noted that is why using one definition is preferable. Ms. Dick clarified Last Stand and Florida Keys Environmental Fund fully supports the language protecting nesting areas. Ms. Dick then noted that Mr. Smith is here on behalf of FEB, who does not own Wisteria Island, and questions their interest in the matter. Ms. Santamaria emphasized the ordinance does not speak to a particular island, but would apply to anything that falls within the definition of offshore island.

Mr. Kyle asked whether the term "nest" implies that the island has to have some sort of tree canopy of bush canopy. Mr. Roberts replied not necessarily, because there are a number of shore birds and wading birds that are ground-nesters. Mr. Kyle then commented that 90 percent of the speck islands in the County are transient, so the evacuation time issue seems to be somewhat discounted. Ms. Santamaria then explained to Mr. Kyle in detail how the phased evacuation process occurs. Ms. Dick re-emphasized that evacuation is a real concern for Monroe County citizens and it is a safety threat for everyone in the county if the evacuation predictions are not correct. That situation adds further weight to the need to reduce added risk to the evacuation formula by allowing further development on offshore islands.

Ms. Santamaria asked for further public comment. There was none.

Ms. Santamaria asked the public if they prefer to bring this back to DRC one more time or move this forward to the Planning Commission. Mr. Smith, on behalf of FEB Corp., stated they would like to see how concerns over nesting areas are going to be resolved prior to bringing it to the Planning Commission because it affects all offshore islands. Ms. Santamaria agreed to bring this matter back to the DRC one more time for safe measure.

ADJOURNMENT

The Development Review Committee meeting was adjourned at 2:45 p.m.

Ex.5

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Palo Alto Keys	1	00573440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.80
Palo Alto Keys	1	00091370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	15.66
Palo Alto Keys	1	00573490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.70
Palo Alto Keys	1	00573470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.77
Palo Alto Keys	1	00573610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.34
Palo Alto Keys	1	00573410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.41
Palo Alto Keys	1	00573540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Palo Alto Keys	1	00573400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.30
Palo Alto Keys	1	00573210-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Palo Alto Keys	1	00573260-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.36
Palo Alto Keys	1	00573140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.35
Palo Alto Keys	1	00573170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Palo Alto Keys	1	00573310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.06
Palo Alto Keys	1	00573390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Palo Alto Keys	1	00091470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	8.28
Palo Alto Keys	1	00573450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.94
Palo Alto Keys	1	00573590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.28
Palo Alto Keys	1	00573350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.56
Palo Alto Keys	1	00573360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.32
Palo Alto Keys	1	00573290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.41
Palo Alto Keys	1	00573250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.55
Palo Alto Keys	1	00573570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Palo Alto Keys	1	00573190-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Palo Alto Keys	1	00573560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Palo Alto Keys	1	00573430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.70
Palo Alto Keys	1	00573580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Palo Alto Keys	1	00573420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.54
Palo Alto Keys	1	00573530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.33
Palo Alto Keys	1	00573230-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Palo Alto Keys	1	00573500-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.60

NOTE, acreage provided is an estimate. A property owner may submit a sealed boundary survey which shows mean high water lines in accordance with Florida Statutes and specifically provides the numeric amount of land situated above mean high water.

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Palo Alto Keys	1	00573480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.77
Palo Alto Keys	1	00573320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.97
Palo Alto Keys	1	00573460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.79
Palo Alto Keys	1	00573340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.65
Palo Alto Keys	1	00573270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Palo Alto Keys	1	00573180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Palo Alto Keys	1	00573520-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.40
Palo Alto Keys	1	00573150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.28
Palo Alto Keys	1	00573330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.79
Palo Alto Keys	1	00573280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Palo Alto Keys	1	00573220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Palo Alto Keys	1	00573600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.33
Palo Alto Keys	1	00573620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.43
Palo Alto Keys	1	00573240-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.33
Palo Alto Keys	1	00573300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.70
Palo Alto Keys	1	00573380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Palo Alto Keys	1	00091350-000000	RC	0.25	1.91	OS	0.10	0.77	I	7.65	66.81
Palo Alto Keys	1	00573200-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.11
Palo Alto Keys	1	00573160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Palo Alto Keys	1	00573550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Palo Alto Keys	1	00573370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Palo Alto Keys	1	00573510-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.42
Palo Alto Keys	1	00091410-000000	Undesignated			OS	0.10	0.00	I	0.00	0.36
Palo Alto Keys	1	00091360-000000	RC	0.25	0.62	OS	0.10	0.25	I	2.49	19.01
Palo Alto Keys	1	00091300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	7.57

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Palo Alto Keys	1	00091310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	10.93
Pumpkin Key	2	00091210-000100 00091210-000200 00091210-000600 00091210-000300 00091210-000000 00091210-000700 00091210-001000 00091210-001400 00091210-001200 00091210-001500 00091210-000800 00091210-000500 00091210-000400 00091210-001600 00091210-001100 00091210-000900 00091210-001300	RM	1/lot	17	IS	1/lot	17	ORCA	24.18	25.05
Card Sound Road	3	00091240-000000	RM	1.00	0.71	OS	0.10	0.07	Undesignated	0.71	66.62
	3	00091230-000000	RM	1.00	0.16	OS	0.10	0.02	Undesignated	0.16	7.19
Main Key	4	00091630-000000	RM	1.00	4.06	OS	0.10	0.41	I	4.06	0.40
	4	00091640-000000	RC	0.25	1.02	OS	0.10	0.41	I	4.06	141.82
Rattlesnake Key	5	00083840-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	7.60
	5	00083800-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	154.32
	5	00083810-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	26.43
	5	00083860-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	14.36
Tavernier Key	6	00091710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	11.35
	6	00091720-000000	MC	6.00	0.00	OS	0.10	0.00	I	0.00	20.65
Cotton and Wilson Keys	7	00097090-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	30.18
	7	00097110-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	19.32
Spoil Island - MM 73	8	00098100-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	3.43
Channel Key	9	00098940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	7.90

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Channel Key	9	00098950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	6.41
Toms Harbor Keys	10	00098970-000000	RC	0.25	2.66	OS	0.10	1.07	I	10.65	49.40
Molasses Keys	11	00106200-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	6.38
Little Money Key	12	00106140-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.55
Money Key	12	00106180-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.10
Rachael Carlson Key	13	00105920-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	1.05
Big Mangrove and Don Quixote Keys	14	00107220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.78
	14	00317250-000100	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.77
Newfound Harbor Keys	15	00107950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	6.20
	15	00107920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	4.51
	15	00107850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	5.10
	15	00112110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	10.15
	15	00107860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	23.94
	15	00107890-000000	RC	0.25	0.75	OS	0.10	0.30	I	2.99	13.63
Newfound Harbor Keys	16	00107910-000000	RC	0.25	1.08	OS	0.10	0.43	I	4.32	80.79
	16	00107900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	30.17
	16	00114330-000000	RC	0.25	0.87	OS	0.10	0.35	I	3.48	15.49
	16	00107870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	22.27
	16	00107830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	4.78
Little Palm Island	16 & 18	00107880-000000	MC	6.00	25.20	DR	1.00	4.20	I	4.20	4.20
Cooks Island	15 & 17	00107930-000000	RC	0.25	0.05	OS	0.10	0.02	I	0.19	0.29
Cooks Island	15 & 17	00107930-002700	RC	0.25	0.10	OS	0.10	0.04	I	0.38	0.90
Cooks Island	15 & 17	00107930-002600	RC	0.25	0.04	OS	0.10	0.02	I	0.16	0.34
Cooks Island	15 & 17	00107930-000700	RC	0.25	0.06	OS	0.10	0.02	I	0.23	0.34
Cooks Island	15 & 17	00107930-003100	RC	0.25	0.14	OS	0.10	0.05	I	0.54	0.69

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Cooks Island	15 & 17	00107930-002400	RC	0.25	0.05	OS	0.10	0.02	I	0.19	0.34
Cooks Island	15 & 17	00107930-001500	RC	0.25	0.05	OS	0.10	0.02	I	0.21	0.34
Cooks Island	15 & 17	00107930-003303	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.76
Cooks Island	15 & 17	00107930-000500	RC	0.25	0.03	OS	0.10	0.01	I	0.12	0.35
Cooks Island	15 & 17	00107930-001300	RC	0.25	0.08	OS	0.10	0.03	I	0.31	0.43
Cooks Island	15 & 17	00107930-001900	RC	0.25	0.02	OS	0.10	0.01	I	0.09	0.15
Cooks Island	15 & 17	00107930-001100	RC	0.25	0.08	OS	0.10	0.03	I	0.33	0.55
Cooks Island	15 & 17	00107930-000300	RC	0.25	0.06	OS	0.10	0.03	I	0.25	0.34
Cooks Island	15 & 17	00107930-001000	RC	0.25	0.07	OS	0.10	0.03	I	0.26	0.40
Cooks Island	15 & 17	00107930-003300	RC	0.25	0.09	OS	0.10	0.04	I	0.35	0.68
Cooks Island	15 & 17	00107930-003306	RC	0.25	0.05	OS	0.10	0.02	I	0.19	0.97
Cooks Island	15 & 17	00107930-003304	RC	0.25	0.06	OS	0.10	0.02	I	0.22	0.46
Cooks Island	15 & 17	00107930-003000	RC	0.25	0.09	OS	0.10	0.04	I	0.36	0.90
Cooks Island	15 & 17	00107930-000200	RC	0.25	0.07	OS	0.10	0.03	I	0.26	0.38
Cooks Island	15 & 17	00107930-001800	RC	0.25	0.05	OS	0.10	0.02	I	0.19	0.34
Cooks Island	15 & 17	00107930-000600	RC	0.25	0.06	OS	0.10	0.02	I	0.22	0.34
Cooks Island	15 & 17	00107930-002900	RC	0.25	0.04	OS	0.10	0.02	I	0.17	0.34
Cooks Island	15 & 17	00107930-001400	RC	0.25	0.06	OS	0.10	0.02	I	0.23	0.34
Cooks Island	15 & 17	00107930-002100	RC	0.25	0.04	OS	0.10	0.01	I	0.14	0.34
Cooks Island	15 & 17	00107930-002701	RC	0.25	0.04	OS	0.10	0.01	I	0.14	0.22
Cooks Island	15 & 17	00107930-003305	RC	0.25	0.04	OS	0.10	0.02	I	0.16	0.36
Cooks Island	15 & 17	00107930-003307	RC	0.25	0.05	OS	0.10	0.02	I	0.18	0.66
Cooks Island	15 & 17	00107930-000900	RC	0.25	0.23	OS	0.10	0.09	I	0.92	18.02
Cooks Island	15 & 17	00107930-002500	RC	0.25	0.25	OS	0.10	0.10	I	0.99	1.38
Cooks Island	15 & 17	00107930-003401	RC	0.25	0.00	OS	0.10	0.00	I	0.01	7.09
Cooks Island	15 & 17	00107930-003400	RC	0.25	0.01	OS	0.10	0.00	I	0.03	7.07
Cooks Island	15 & 17	00107930-003402	RC	0.25	0.13	OS	0.10	0.05	I	0.51	7.80
Cooks Island	15 & 17	00107930-001700	RC	0.25	0.02	OS	0.10	0.01	I	0.08	0.17
Cooks Island	15 & 17	00107930-002200	RC	0.25	0.08	OS	0.10	0.03	I	0.32	0.94
Cooks Island	15 & 17	00107930-002800	RC	0.25	0.15	OS	0.10	0.06	I	0.58	1.55

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Cooks Island	15 & 17	00107930-002000	RC	0.25	0.02	OS	0.10	0.01	I	0.09	0.18
Cooks Island	15 & 17	00107930-001600	RC	0.25	0.02	OS	0.10	0.01	I	0.08	0.18
Cooks Island	15 & 17	00107930-000100	RC	0.25	0.02	OS	0.10	0.01	I	0.07	0.18
Pieces of Eight Key	19	00228810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233100-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232260-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227650-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232070-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00230290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00232610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232790-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233780-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.10
Pieces of Eight Key	19	00231300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00232320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00232560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00231360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00234110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00231940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14

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Pieces of Eight Key	19	00232380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.30
Pieces of Eight Key	19	00229750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00232660-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230100-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00231840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00232280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00234120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.10
Pieces of Eight Key	19	00227000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00232080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00229990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00228950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231660-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00229120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232210-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00230550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00231760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.06
Pieces of Eight Key	19	00228980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00234160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13

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Pieces of Eight Key	19	00229600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.30
Pieces of Eight Key	19	00233900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00226660-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00231410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00231820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00231690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.34
Pieces of Eight Key	19	00231810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228500-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00233790-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228190-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23

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Pieces of Eight Key	19	00233770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00233410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.37
Pieces of Eight Key	19	00231520-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00228560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00230140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00228960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227260-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.06
Pieces of Eight Key	19	00230280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00233740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00226800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00226790-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00228690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00232530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00227970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00229820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228650-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00226720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231680-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16

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Pieces of Eight Key	19	00229100-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230190-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00233930-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00232410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00233080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00232020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226680-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00233120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00230480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00229860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00232520-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226930-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00229740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00227210-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.10
Pieces of Eight Key	19	00227640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00229390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20

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Pieces of Eight Key	19	00227240-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.05
Pieces of Eight Key	19	00232930-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232500-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00227380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.07
Pieces of Eight Key	19	00230540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.11
Pieces of Eight Key	19	00226950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00228910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00233880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00230000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231650-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00228550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00234240-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.28
Pieces of Eight Key	19	00232030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00227680-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14

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Pieces of Eight Key	19	00227350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00230350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00228470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00232170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00231770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231930-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.03
Pieces of Eight Key	19	00230560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00232370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231780-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230260-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00226760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00230440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00231270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00228630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.44

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Pieces of Eight Key	19	00233970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00234040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00226600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00233420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00232870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232200-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00234100-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Pieces of Eight Key	19	00229960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00232780-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00233390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231260-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14

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Pieces of Eight Key	19	00228610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Pieces of Eight Key	19	00232140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234070-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00231800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00232150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233190-000000	RC	0.25	0.04	OS	0.10	0.01	I	0.14	0.14
Pieces of Eight Key	19	00234140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227190-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00233050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.01	0.14
Pieces of Eight Key	19	00232510-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.04
Pieces of Eight Key	19	00230460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.07
Pieces of Eight Key	19	00232920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00231850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.44
Pieces of Eight Key	19	00228170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17

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Pieces of Eight Key	19	00230310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00233430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.26
Pieces of Eight Key	19	00227180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.06
Pieces of Eight Key	19	00232060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00228680-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00232810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.05
Pieces of Eight Key	19	00233910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.11
Pieces of Eight Key	19	00232600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00226980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00227960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00228130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00229160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Pieces of Eight Key	19	00227040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00230530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14

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Pieces of Eight Key	19	00232740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00228180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00231620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00233920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00228160-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233200-000000	RC	0.25	0.04	OS	0.10	0.01	I	0.14	0.14
Pieces of Eight Key	19	00226690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00227280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00233110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230070-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00231460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00231720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00228830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00228660-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230200-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20

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Pieces of Eight Key	19	00232690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00226990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226780-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231510-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227230-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.03
Pieces of Eight Key	19	00228020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00232590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229560-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231550-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00226170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00230110-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00233720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00228200-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00229270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00230250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16

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Pieces of Eight Key	19	00232330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00231370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00230360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230210-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00232090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00228740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00226710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00229050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228510-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00231380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232240-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.06
Pieces of Eight Key	19	00228720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00231790-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00232710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00228760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.63
Pieces of Eight Key	19	00226610-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.04
Pieces of Eight Key	19	00227600-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16

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Pieces of Eight Key	19	00233090-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226650-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00229130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00229670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00228520-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229930-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00229290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00233000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00231880-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00228710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00227150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.06
Pieces of Eight Key	19	00232350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00228000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00234050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00229640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21

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Pieces of Eight Key	19	00230230-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00227080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226630-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.03
Pieces of Eight Key	19	00230030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232680-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00229890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232190-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00234230-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231500-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233070-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227200-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227100-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.09
Pieces of Eight Key	19	00232360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232900-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.26
Pieces of Eight Key	19	00228730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00230590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00227070-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00229060-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00226890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.49
Pieces of Eight Key	19	00228580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Pieces of Eight Key	19	00231440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14

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Pieces of Eight Key	19	00233980-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00231890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232890-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00229590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227830-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00227750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227730-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00227780-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227760-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00228380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228360-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00232050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.26
Pieces of Eight Key	19	00227770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00227850-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00232700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.24
Pieces of Eight Key	19	00228040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17

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Pieces of Eight Key	19	00228800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232300-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00234220-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00234130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232230-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00229000-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231530-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232940-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.10
Pieces of Eight Key	19	00230700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228540-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00232970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00233800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233380-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228620-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.31
Pieces of Eight Key	19	00232770-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227660-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00230390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00232420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00231910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00233750-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00232720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233400-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00228570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.22
Pieces of Eight Key	19	00229580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.27
Pieces of Eight Key	19	00232480-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12

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Pieces of Eight Key	19	00230240-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00230270-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228210-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00233030-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00226180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00227810-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.30
Pieces of Eight Key	19	00228340-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00231250-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00228320-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.28
Pieces of Eight Key	19	00227820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00231640-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00228410-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228290-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00227430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227720-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228330-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227510-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00228430-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227470-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00232120-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00228350-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227840-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00228440-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00228310-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227500-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19

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Pieces of Eight Key	19	00227490-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00227590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00228370-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227870-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227710-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00228280-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.18
Pieces of Eight Key	19	00228450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.25
Pieces of Eight Key	19	00227580-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00227450-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227690-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15
Pieces of Eight Key	19	00227520-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00228820-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231390-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00231990-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00230420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00228670-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00227050-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.16
Pieces of Eight Key	19	00232570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.23
Pieces of Eight Key	19	00228700-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.20
Pieces of Eight Key	19	00228790-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00233040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.14
Pieces of Eight Key	19	00232650-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.12
Pieces of Eight Key	19	00226910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.19
Pieces of Eight Key	19	00229570-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.21
Pieces of Eight Key	19	00231860-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.13
Pieces of Eight Key	19	00227740-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.17
Pieces of Eight Key	19	00233130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.15

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Summerland and Howell Keys	20	00107630-000000	RC	0.25	1.14	OS	0.10	0.46	I	4.57	6.66
	20	00107590-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	13.45
	20	00107620-000000	RC	0.25	0.59	OS	0.10	0.24	I	2.36	3.46
	20	00114460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	15.88
	20	00114420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	11.83
Knock-Em-Down Keys	21	00114410-000401	RC	0.25	0.41	OS	0.10	0.16	I	1.62	3.36
Knock-Em-Down Keys	21	00114410-000200	RC	0.25	0.40	OS	0.10	0.16	I	1.61	2.66
Knock-Em-Down Keys	21	00107500-000108	RC	0.25	0.50	OS	0.10	0.20	I	1.99	3.94
Knock-Em-Down Keys	21	00107500-000106	RC	0.25	0.38	OS	0.10	0.15	I	1.53	3.52
Knock-Em-Down Keys	21	00114400-000200	RC	0.25	0.00	OS	0.10	0.00	I	0.00	6.11
Knock-Em-Down Keys	21	00114400-000600	RC	0.25	1.21	OS	0.10	0.48	I	4.82	6.35
Knock-Em-Down Keys	21	00107501-000104	RC	0.25	0.09	OS	0.10	0.04	I	0.35	0.95
Knock-Em-Down Keys	21	00114400-000700	RC	0.25	0.55	OS	0.10	0.22	I	2.19	8.61
Knock-Em-Down Keys	21	00114410-000600	RC	0.25	0.17	OS	0.10	0.07	I	0.68	3.99
Knock-Em-Down Keys	21	00107500-000101	RC	0.25	0.29	OS	0.10	0.12	I	1.15	7.48
Knock-Em-Down Keys	21	00114400-000500	RC	0.25	0.17	OS	0.10	0.07	I	0.66	9.71
Knock-Em-Down Keys	21	00114380-000100	RC	0.25	0.31	OS	0.10	0.13	I	1.25	2.98
Knock-Em-Down Keys	21	00114400-000300	RC	0.25	0.63	OS	0.10	0.25	I	2.53	7.39
Knock-Em-Down Keys	21	00107500-000102	RC	0.25	0.29	OS	0.10	0.11	I	1.14	4.64
Knock-Em-Down Keys	21	00107500-000105	RC	0.25	0.33	OS	0.10	0.13	I	1.31	3.69
Knock-Em-Down Keys	21	00107450-000000	RC	0.25	0.70	OS	0.10	0.28	I	2.80	10.31
Knock-Em-Down Keys	21	00114410-000700	RC	0.25	0.00	OS	0.10	0.00	I	0.00	7.79
Knock-Em-Down Keys	21	00114390-000100	RC	0.25	0.80	OS	0.10	0.32	I	3.18	7.95
Knock-Em-Down Keys	21	00114410-000900	RC	0.25	0.00	OS	0.10	0.00	I	0.00	3.66
Knock-Em-Down Keys	21	00114360-000000	RC	0.25	0.41	OS	0.10	0.16	I	1.62	18.98
Knock-Em-Down Keys	21	00114410-000000	RC	0.25	0.06	OS	0.10	0.02	I	0.22	4.30
Knock-Em-Down Keys	21	00114800-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	31.40
Knock-Em-Down Keys	21	00114370-000100	RC	0.25	0.82	OS	0.10	0.33	I	3.29	10.56
Knock-Em-Down Keys	21	00114410-000100	RC	0.25	1.68	OS	0.10	0.67	I	6.72	8.25
Knock-Em-Down Keys	21	00114370-000300	RC	0.25	0.33	OS	0.10	0.13	I	1.33	2.77

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Knock-Em-Down Keys	21	00107500-000103	RC	0.25	0.23	OS	0.10	0.09	I	0.90	4.05
Knock-Em-Down Keys	21	00114370-000400	RC	0.25	0.15	OS	0.10	0.06	I	0.60	2.89
Knock-Em-Down Keys	21	00114400-000100	RC	0.25	1.37	OS	0.10	0.55	I	5.47	12.10
Knock-Em-Down Keys	21	00107500-000107	RC	0.25	0.50	OS	0.10	0.20	I	1.99	4.28
Knock-Em-Down Keys	21	00114370-000000	RC	0.25	0.08	OS	0.10	0.03	I	0.32	2.48
Knock-Em-Down Keys	21	00114370-000200	RC	0.25	0.13	OS	0.10	0.05	I	0.53	2.72
Knock-Em-Down Keys	21	00107460-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	0.92
Knock-Em-Down Keys	21	00107420-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.04
Knock-Em-Down Keys	21	00114410-000500	RC	0.25	0.08	OS	0.10	0.03	I	0.31	8.72
Knock-Em-Down Keys	21	00114410-000400	RC	0.25	0.30	OS	0.10	0.12	I	1.21	3.38
Crab Key	22	00115200-000000	RC	0.25	0.20	OS	0.10	0.08	I	0.79	6.08
	22	00115180-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	11.76
Gopher Key	23	00107780-000000	RC	0.25	0.00	OS	0.10	0.00	Undesignated	0.00	7.87
Budd Keys	24	00107290-000100	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.40
	24	00107290-000200	RC	0.25	0.05	OS	0.10	0.02	I	0.18	2.60
	24	00107290-000901	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.63
	24	00107290-000501	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.33
	24	00107290-001000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.08
	24	00107290-000300	RC	0.25	0.07	OS	0.10	0.03	I	0.28	2.49
	24	00107290-000000	RC	0.25	0.03	OS	0.10	0.01	I	0.13	1.26
	24	00107290-000900	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.27
	24	00107290-000800	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.40
	24	00107310-000100	RC	0.25	0.28	OS	0.10	0.11	I	1.10	1.39
	24	00107310-000100	RC	0.25	0.28	OS	0.10	0.11	I	1.10	1.28
	24	00107310-000100	C	0.00	0.00	OS	0.10	0.11	I	1.10	0.47
Buttonwood Key	25	00116780-000000	C	0.00	0.00	OS	0.10	0.00	Undesignated	0.00	0.21

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Saddlebunch Keys	26	00120040-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	8.00
	26	00119970-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.50
	26	00119920-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	4.85
	26	00119960-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	9.28
	26	00119950-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	7.54
	26	00120020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	11.73
	26	00119910-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.45
	26	00120010-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	5.85
Half Moon Key	27	00117100-000000	RC	0.25	0.08	OS	0.10	0.03	I	0.32	8.42
Half Moon Key	27	00117020-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	63.28
Half Moon Key	27	00117090-001300	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.95
Half Moon Key	27	00117090-000500	RC	0.25	0.08	OS	0.10	0.03	I	0.33	4.21
Half Moon Key	27	00117090-001000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	6.30
Half Moon Key	27	00117090-001200	RC	0.25	0.00	OS	0.10	0.00	I	0.00	5.42
Half Moon Key	27	00117090-000300	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.60
Half Moon Key	27	00117090-000700	RC	0.25	0.00	OS	0.10	0.00	I	0.00	4.24
Half Moon Key	27	00117090-000701	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.92
Half Moon Key	27	00117090-000400	RC	0.25	0.10	OS	0.10	0.04	I	0.38	4.66
Half Moon Key	27	00117090-000201	RC	0.25	0.00	OS	0.10	0.00	I	0.00	1.39
Half Moon Key	27	00117090-000100	RC	0.25	0.00	OS	0.10	0.00	I	0.00	2.86
Half Moon Key	27	00117090-000900	RC	0.25	0.00	OS	0.10	0.00	I	0.00	5.67
Half Moon Key	27	00117080-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	10.43

NOTE, acreage provided is an estimate. A property owner may submit a sealed boundary survey which shows mean high water lines in accordance with Florida Statutes and specifically provides the numeric amount of land situated above mean high water.

Map Name	Map Page	RE Number	FLUM	FLUM Residential Allocated Density	Approx. Residential Development Potential	Zoning	Zoning Residential Allocated Density	Approx. Residential Development Potential	Tier	Estimated Upland Acres Based on GIS Data	Estimated Total Acres
Similar Sound	28	00117140-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	24.37
	28	00117150-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	8.85
	28	00117170-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	20.18
	28	00117190-000000	RC	0.25	0.51	OS	0.10	0.20	I	2.03	129.94
	28	00122130-000000	RC	0.25	0.00	OS	0.10	0.00	I	0.00	5.23
Mallory Key	29	00116560-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	37.71
Marvin Keys	30	00116300-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	26.54
	30	00116290-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	7.79
Mudd Keys	31	00116500-000000	C	0.00	0.00	OS	0.10	0.00	I	0.00	16.26
West Harbor Key	32	00116200-000000	Undesignated			OS	0.10	0.00	I	0.00	50.17
Wisteria Island	33	00123950-000000	Undesignated			OS	0.10	1.87	Undesignated	18.70	39.03
Ballast Key	34	00124030-000000	Undesignated			OS	0.10	1.31	Undesignated	13.10	14.28

approximation for Ballast Key

Density or *allocated density* means the number of dwelling units or rooms allocated per gross acre of land by the plan.

Gross acre means the total area of a site excluding submerged lands, tidally inundated mangroves, not to exceed mean high tide, and any publicly dedicated rights-of-way.

NOTE, acreage provided is an estimate. A property owner may submit a sealed boundary survey which shows mean high water lines in accordance with Florida Statutes and specifically provides the numeric amount of land situated above mean high water.

Ex. 6

Map 1 - Palo Alto Keys

Northeast of Ocean Reef

56 Parcels

Parcel Acreage: 149.18

FLUM: Residential Conservation (RC) and Undesignated

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 2 - Pumpkin Key

Northwest of Ocean Reef

17 Parcels

Parcel Acreage: 25.05

FLUM: Residential Medium (RM)

Zoning: Offshore Island (OS)

Undesignated Tier

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 3 - Card Sound Road

North of Card Sound Road

2 Parcels

Parcel Acreage: 73.81

FLUM: Undesignated

Zoning: Offshore Island (OS)

Undesignated Tier

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 4 - Main Key

Barnes Sound - South of Card Sound Road

2 Parcels

Parcel Acreage: 142.22

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 5 - Rattlesnake Key

East of Key Largo at MM 106

8 Parcels

Parcel Acreage: 202.71

FLUM: Conservation (C)

Zoning: Offshore Island (OS)

Tier I

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 6 - Tavernier Key

East of Tavernier at MM 92

2 Parcels

Parcel Acreage: 32

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

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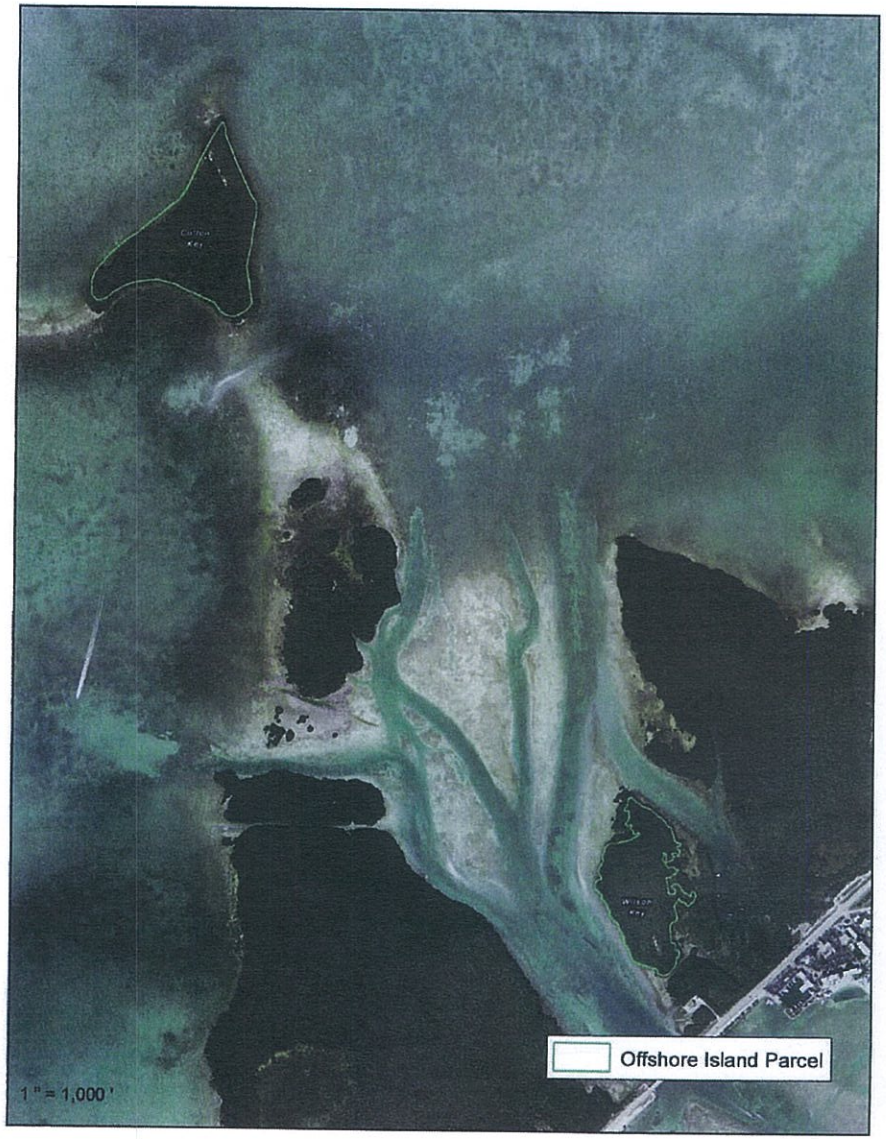
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 7 - Cotton and Wilson Keys

North of Windley Key at MM 84

2 Parcels

Parcel Acreage: 49.5

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 8 - Spoil Island - Mile Marker 73

North of Annes Beach at MM 73

1 Parcel

Parcel Acreage: 3.43

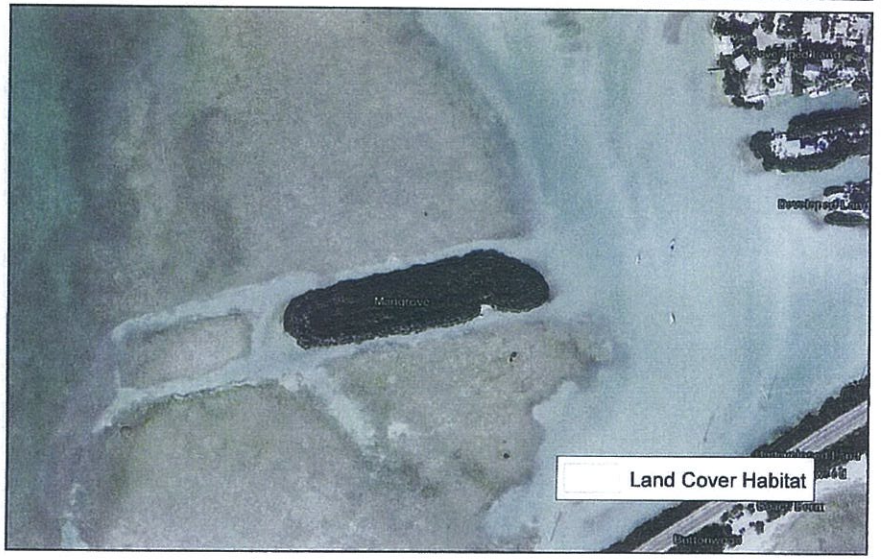
FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

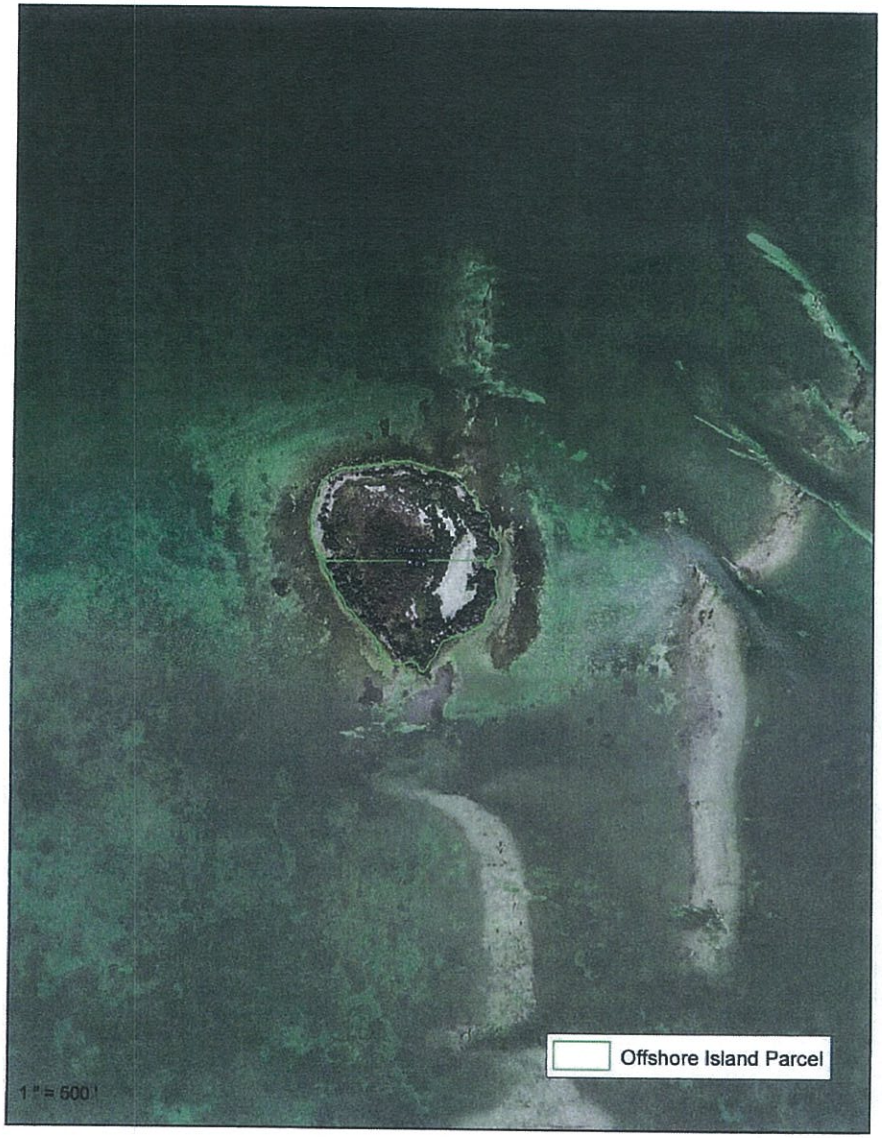
Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS



Date: 11/5/2014



Map 9 - Channel Key

North of Duck Key at MM 61

2 Parcels

Parcel Acreage: 14.31

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
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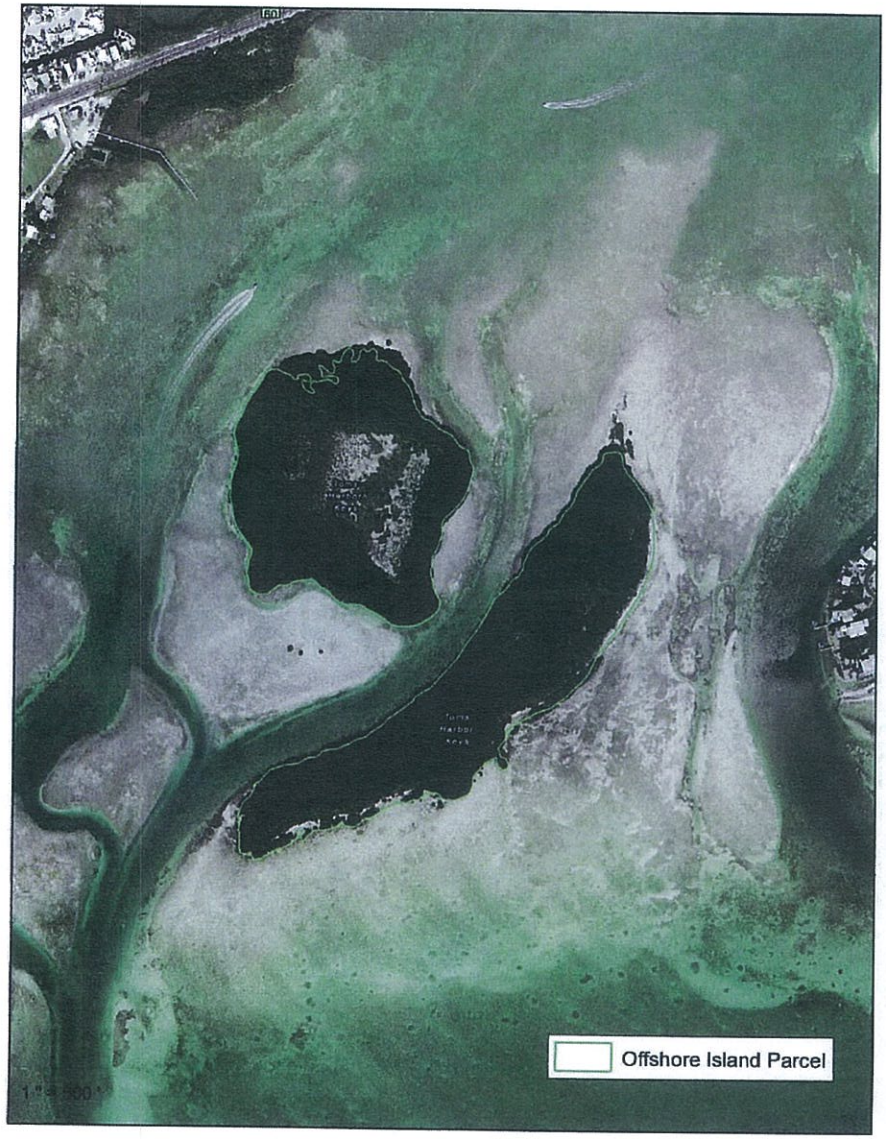
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 10 - Toms Harbor Keys

Toms Harbor Channel between Grassy and Duck Keys

1 Parcel

Parcel Acreage: 49.4

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 11 - Molasses Keys

South of Seven-Mile Bridge - MM 42

1 Parcel

Parcel Acreage: 6.39

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 12 - Money and Little Money Keys

Seven-Mile Bridge Area at MM 40 & 41

2 Parcels

Parcel Acreage: 2.65

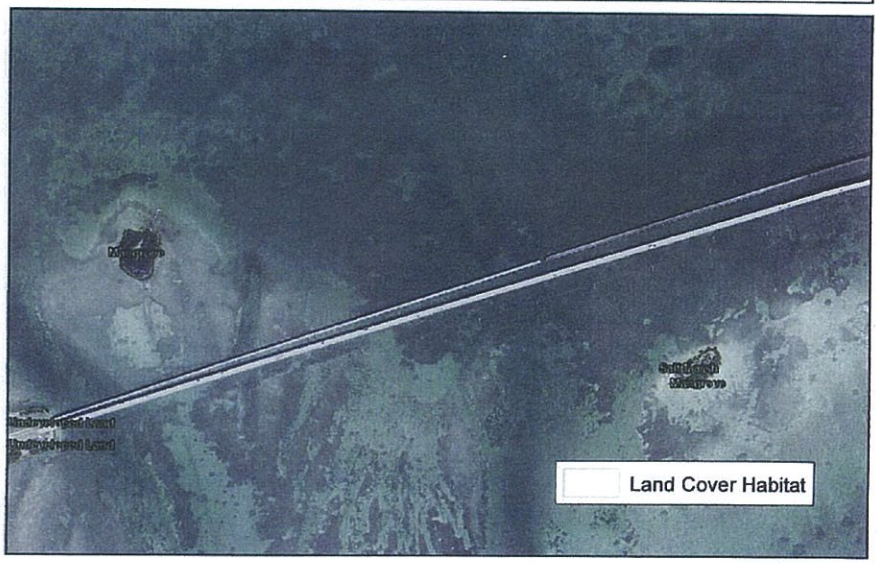
FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

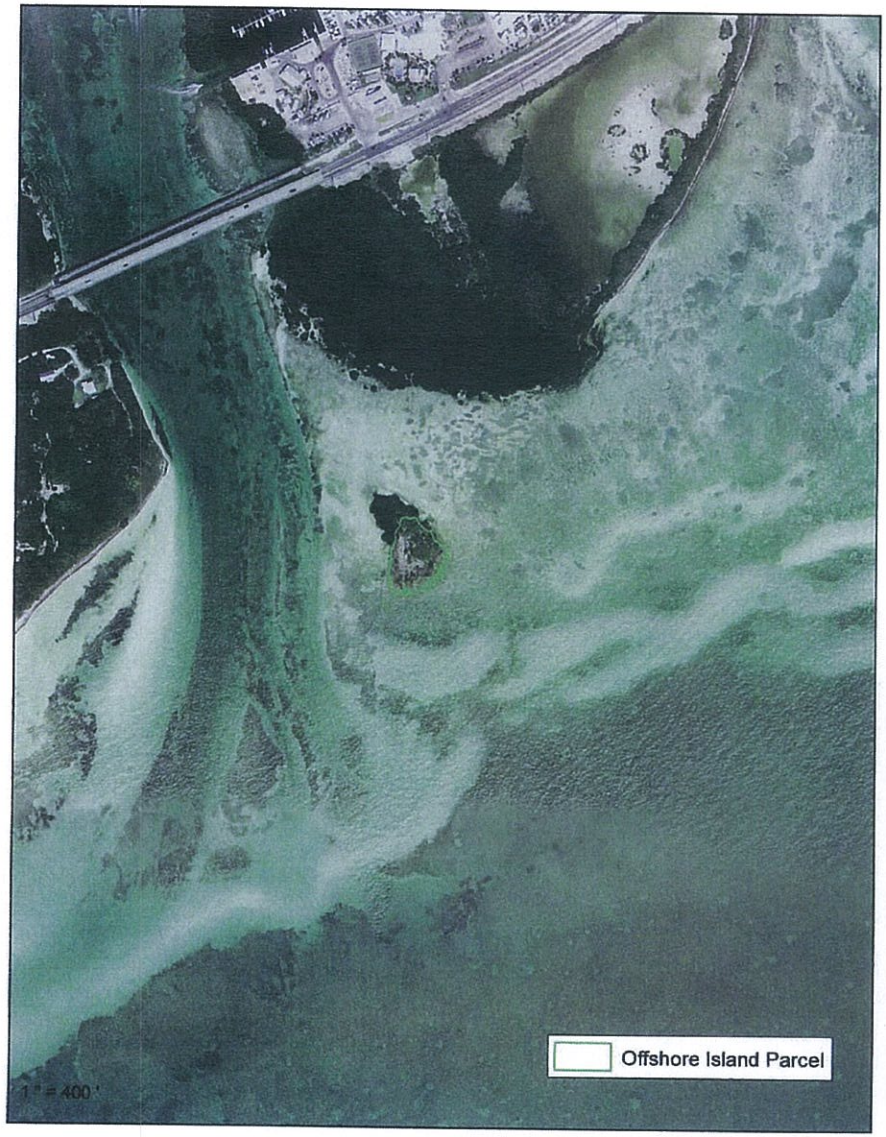
Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS



Date: 11/5/2014



Map 13 - Rachael Carlson Key

South of Ohio Key at MM 39

1 Parcel

Parcel Acreage: 1.05

FLUM: Residential Conservation (RC)

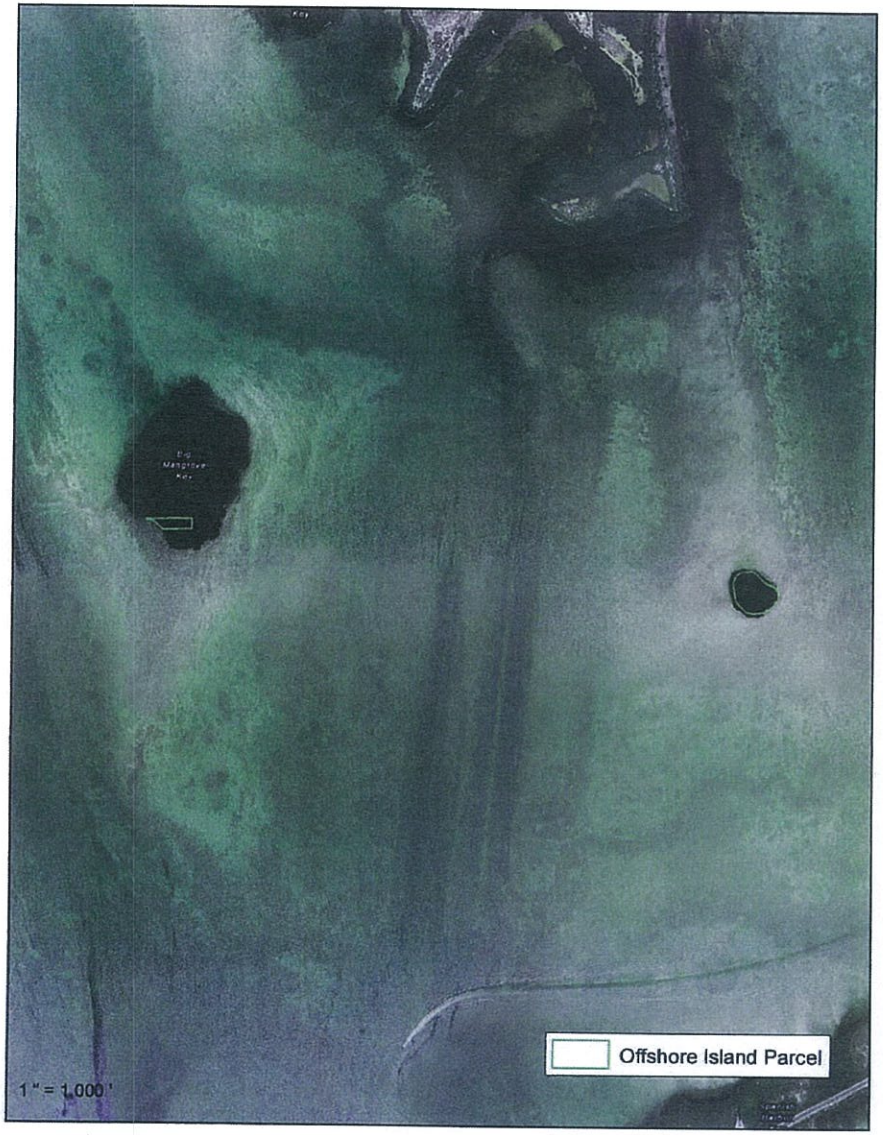
Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 14 - Big Mangrove and Don Quixote Keys

Spanish Harbor - South of No Name Key

2 Parcels

Parcel Acreage: 3.55

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

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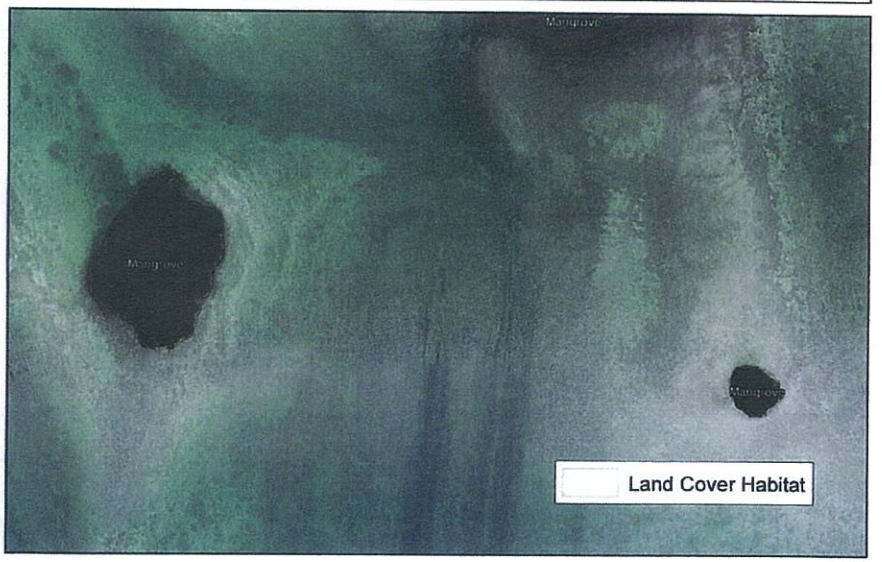
Data Source: Monroe County - Growth Management - GIS



Date: 11/5/2014

Map 15 - Newfound Harbor Keys

South of Big Pine Key - Newfound Harbor

44 Parcels

Parcel Acreage: 120.64

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
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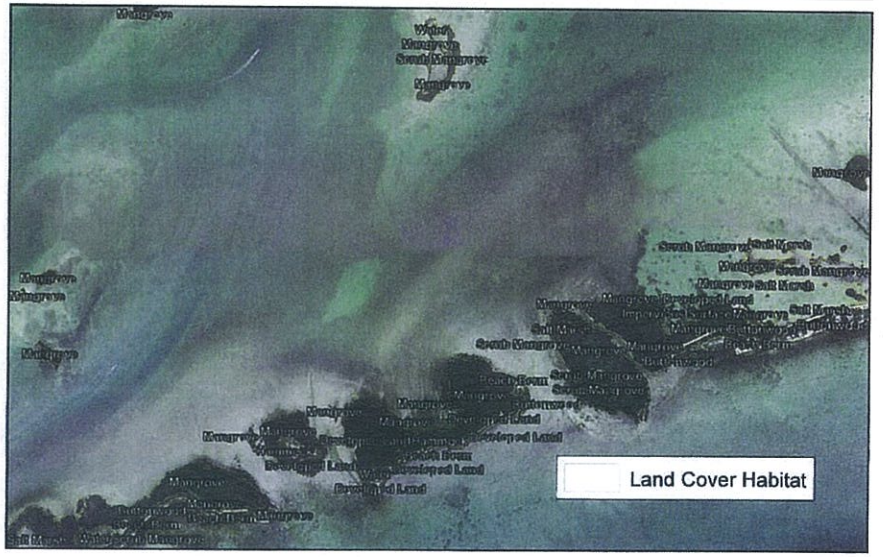
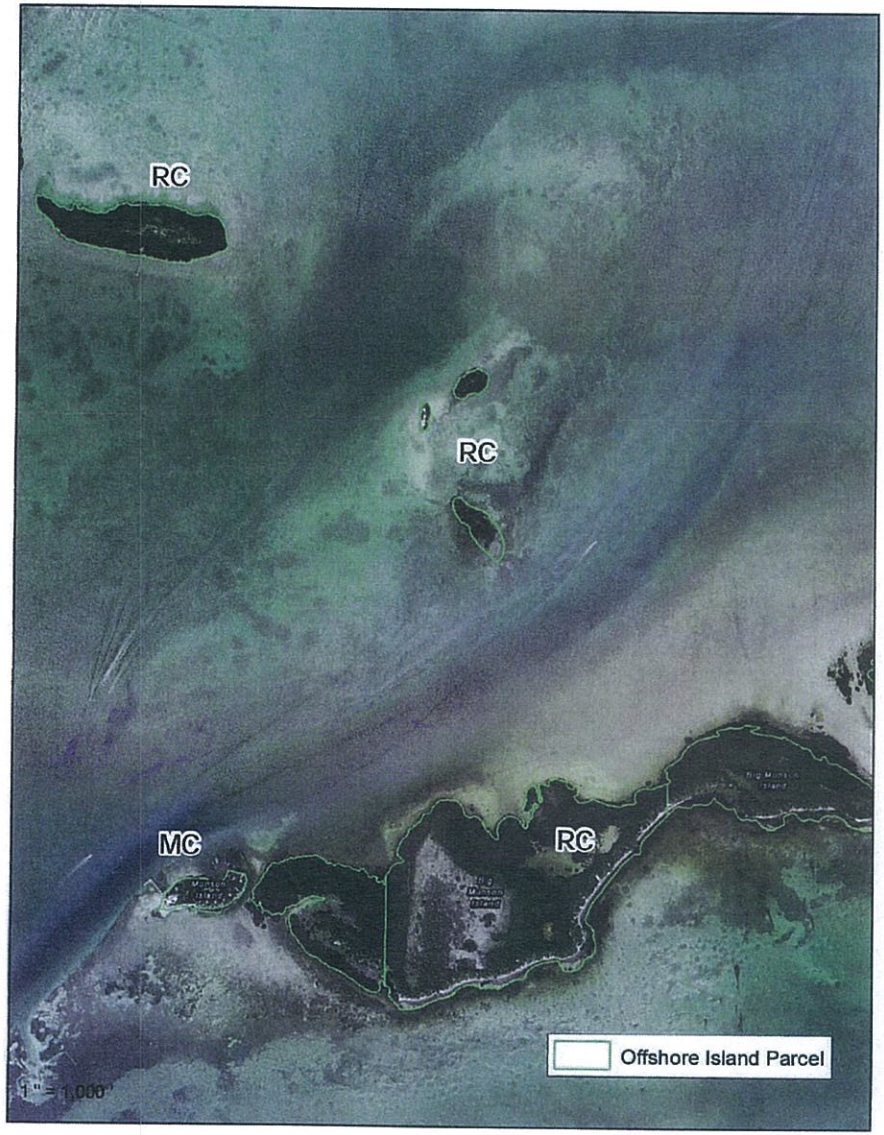
S

Data Source: Monroe County - Growth Management - GIS



Date: 11/5/2014



Map 16 - Newfound Harbor Keys

Pine Channel - South of Little Torch Key

6 Parcels

Parcel Acreage: 157.71

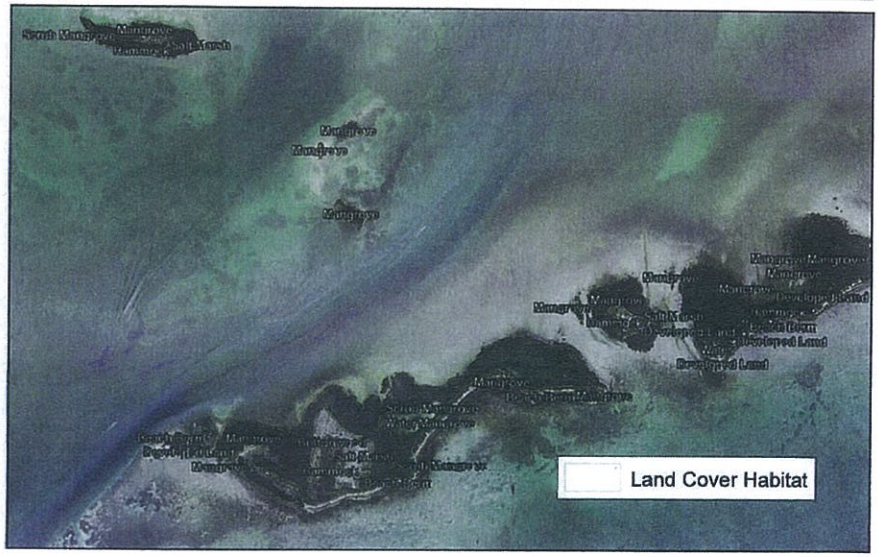
FLUM: Mixed Use/Commercial (MC) and Residential Conservation (RC)

Zoning: Offshore Island (OS) and Destination Resort (DR)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS



Date: 11/5/2014

Map 17 - Cooks Island

Newfound Harbor - South of Big Pine Key

38 Parcels

Parcel Acreage: 57.11

FLUM: Residential Conservation (RC) and Residential Low (RL)

Zoning: Offshore Island (OS)

Tier I

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 18 - Little Palm Island

Pine Channel - South of Little Torch Key

1 Parcel

Parcel Acreage: 4.2

FLUM: Mixed Use/Commercial (MC)

Zoning: Destination Resort (DR)

Tier I

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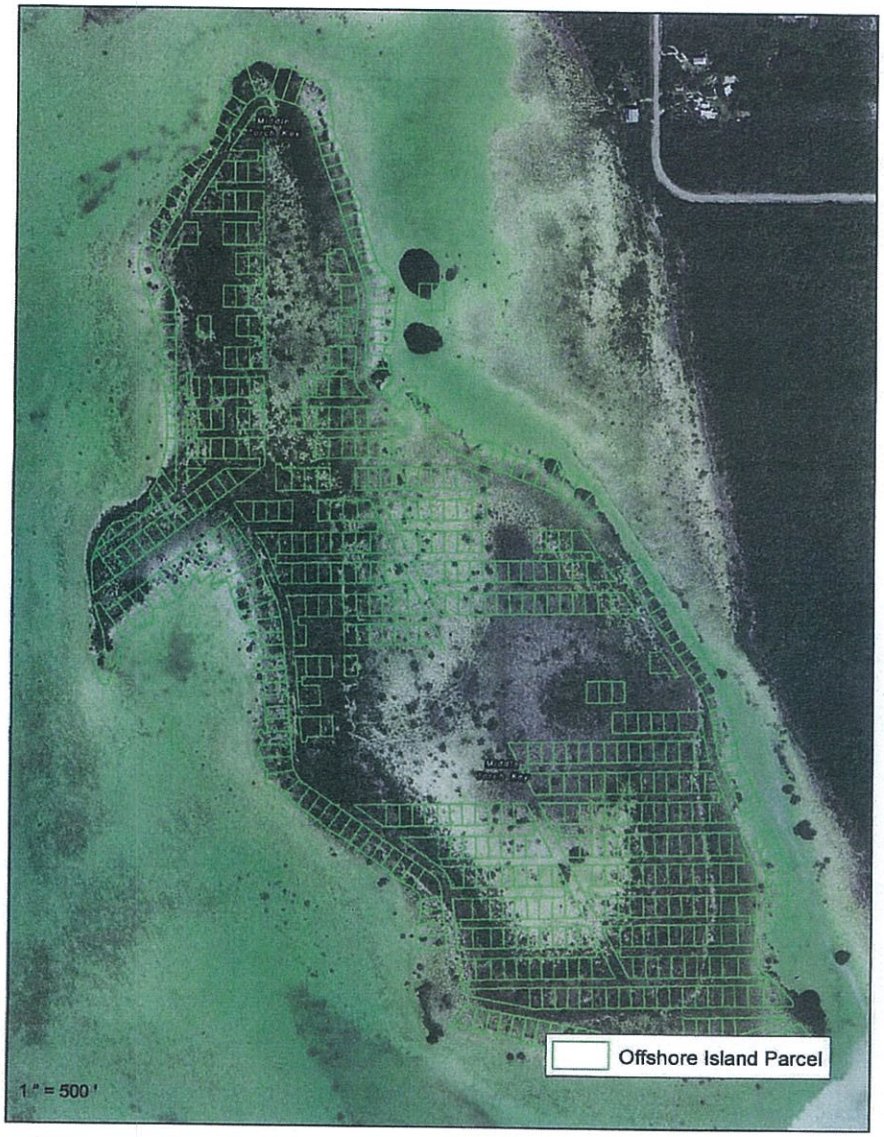
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 19 - Pieces of Eight Key

West of Little Torch Key - Torch Ramrod Channel

565 Parcels

Parcel Acreage: 87.97

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

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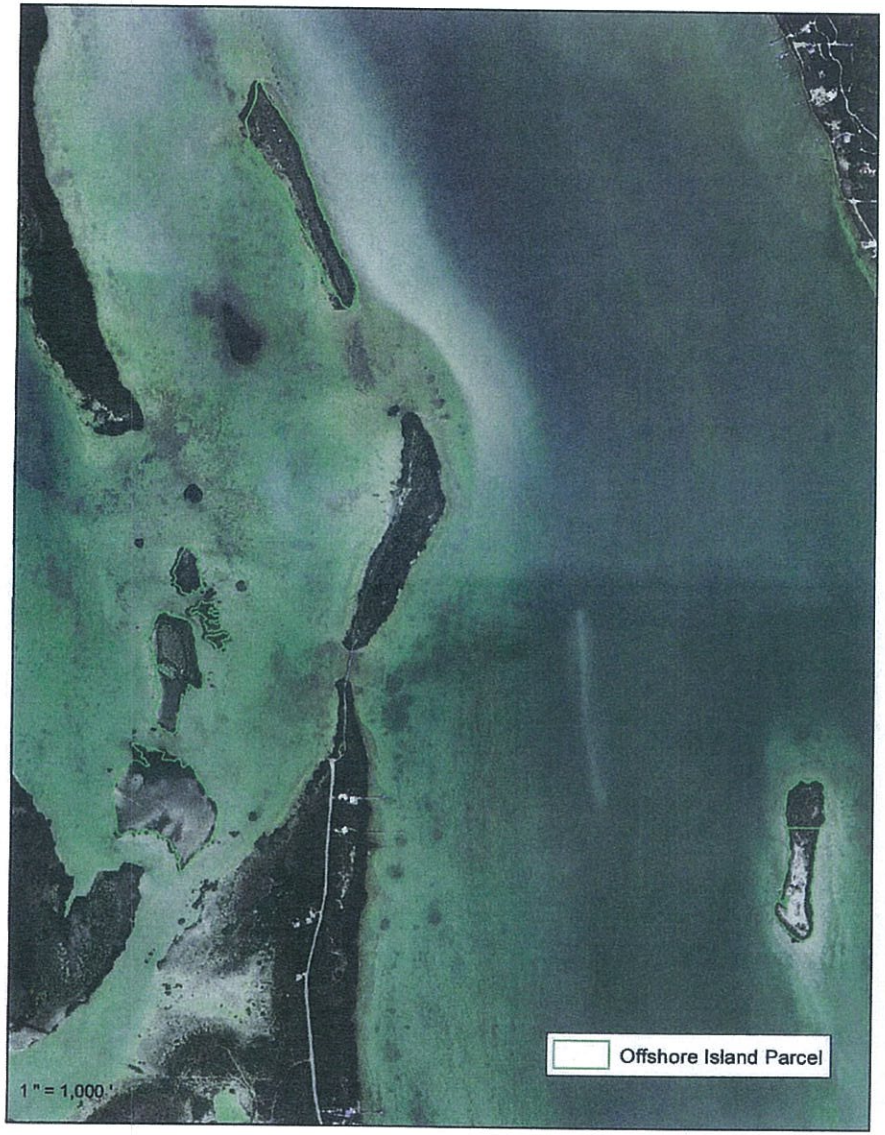
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 20 - Summerland and Howell Keys

North of Summerland Key

5 Parcels

Parcel Acreage: 51.29

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 21 - Knock-em-Down Keys

North of Summerland Key

34 Parcels

Parcel Acreage: 222.89

FLUM: Conservation (C) and Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 22 - Crab Key

South of Summerland Key

2 Parcels

Parcel Acreage: 17.84

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

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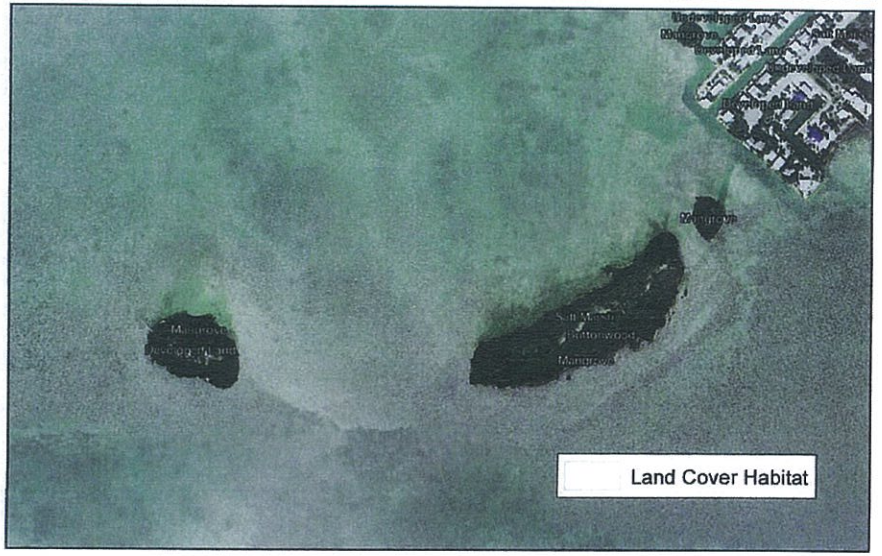
Data Source: Monroe County - Growth Management - GIS



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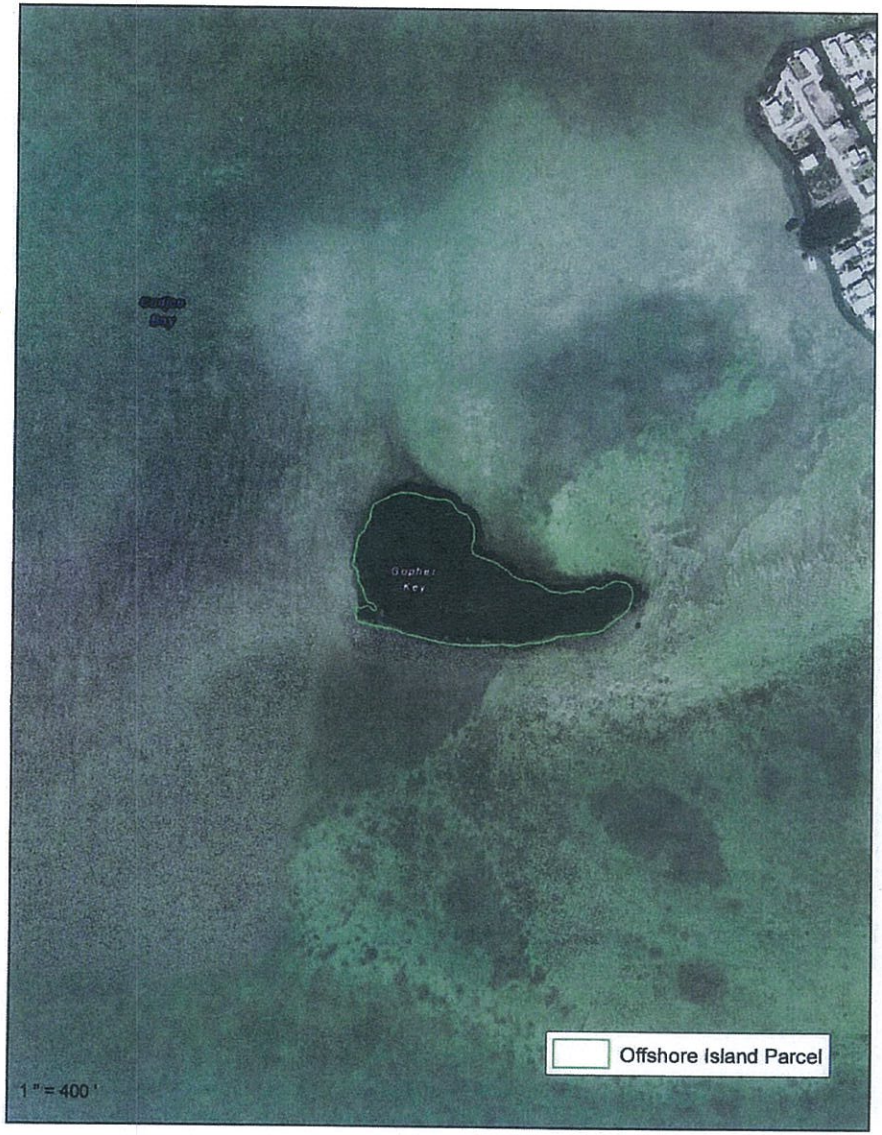

Map 23 - Gopher Key

South of Cudjoe Key

1 Parcel

Parcel Acreage: 7.87

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 24 - Budd Keys

North of Cudjoe Key

12 Parcels

Parcel Acreage: 18.6

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

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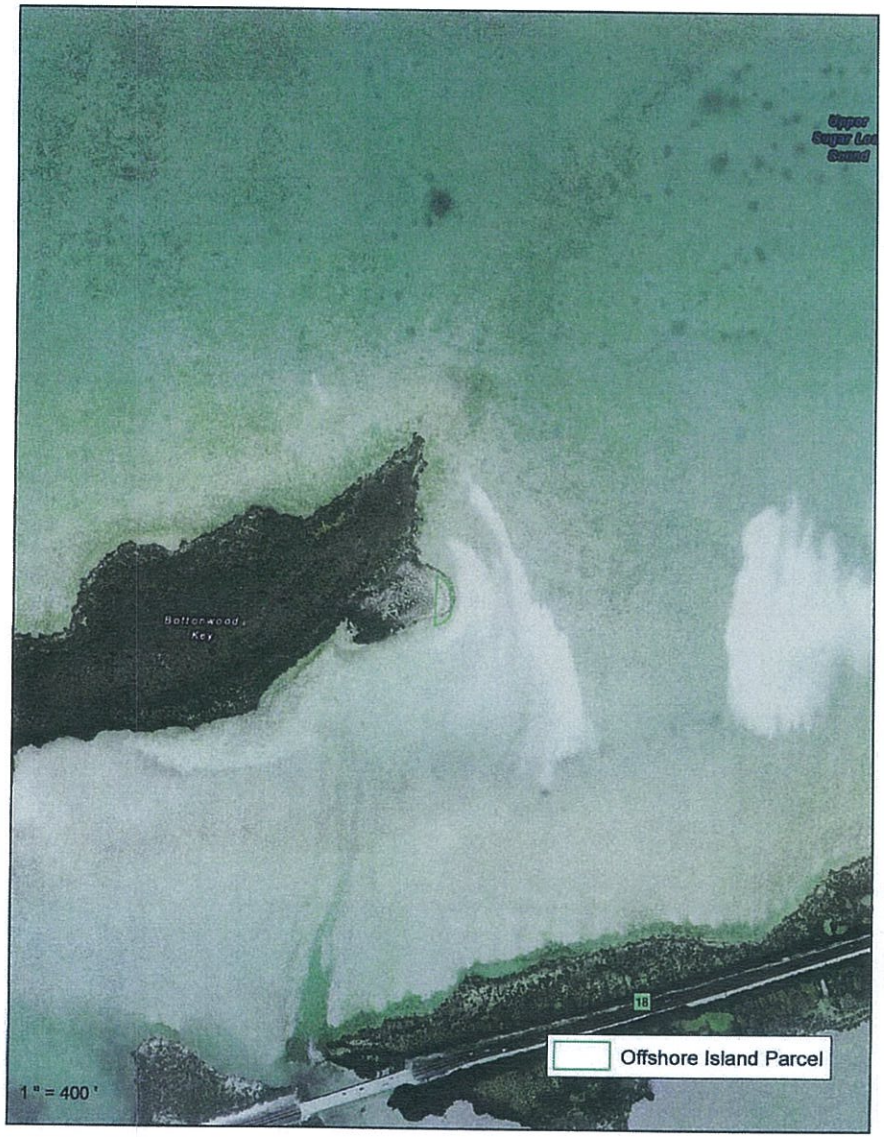
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 25 - Buttonwood Key

North of Park Key at MM 18

1 Parcel

Parcel Acreage: 0.21

FLUM: Conservation (C)

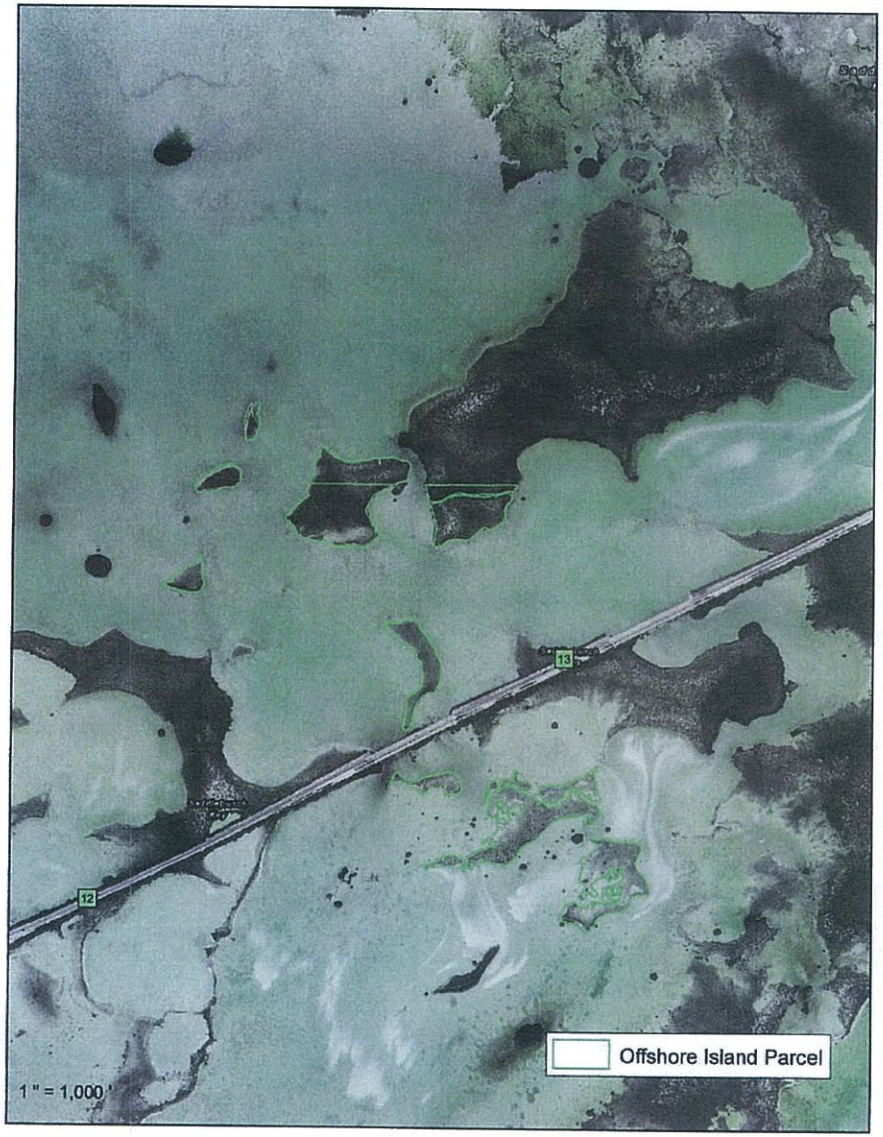
Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 26 - Saddlebunch Keys

Southwest of Sugarloaf Key at MM 13

8 Parcels

Parcel Acreage: 51.2

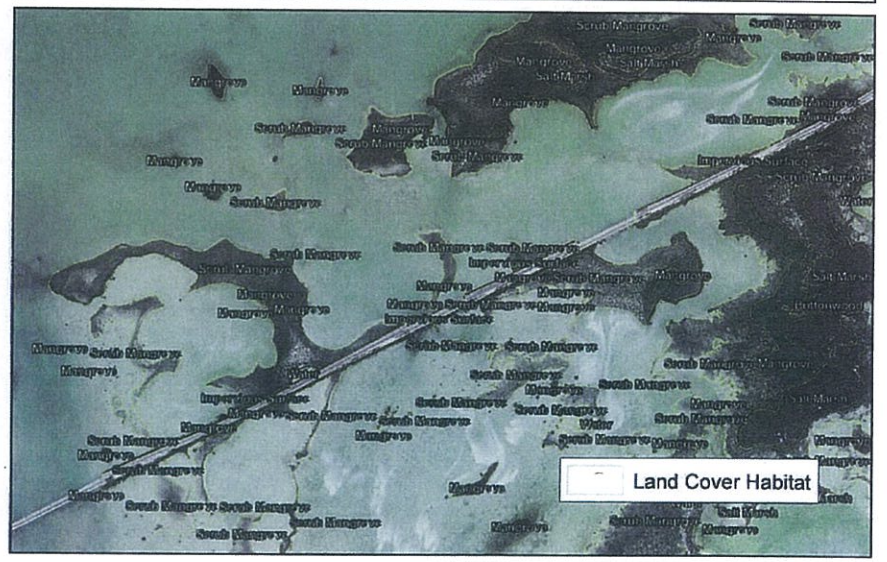
FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS



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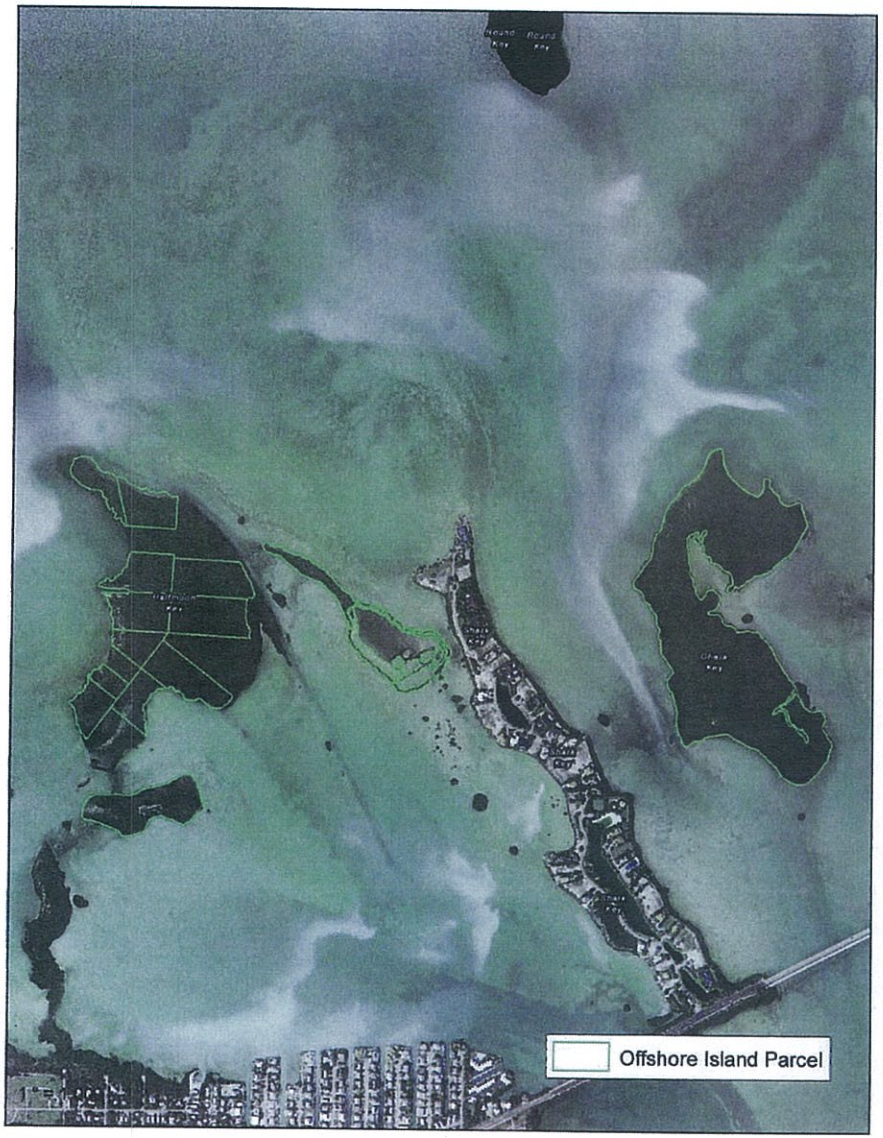


Map 27 - Half Moon Key

North of Big Coppitt and Shark Keys at MM 10

14 Parcels

Parcel Acreage: 125.35

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 28 - Similar Sound

Southeast of Geiger Key

5 Parcels

Parcel Acreage: 188.57

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 29 - Mallory Key

Florida Bay - North of Big Coppitt Key

1 Parcel

Parcel Acreage: 37.71

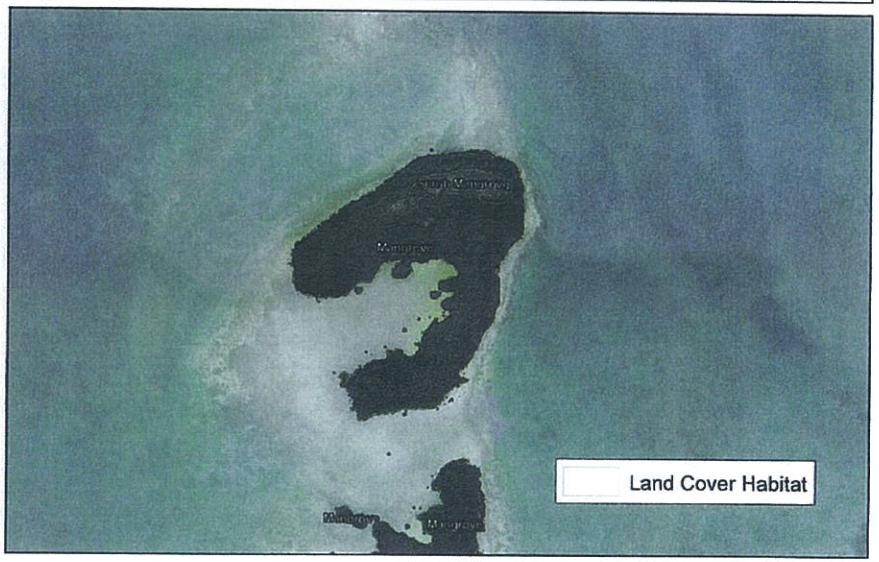
FLUM: Conservation (C)

Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS



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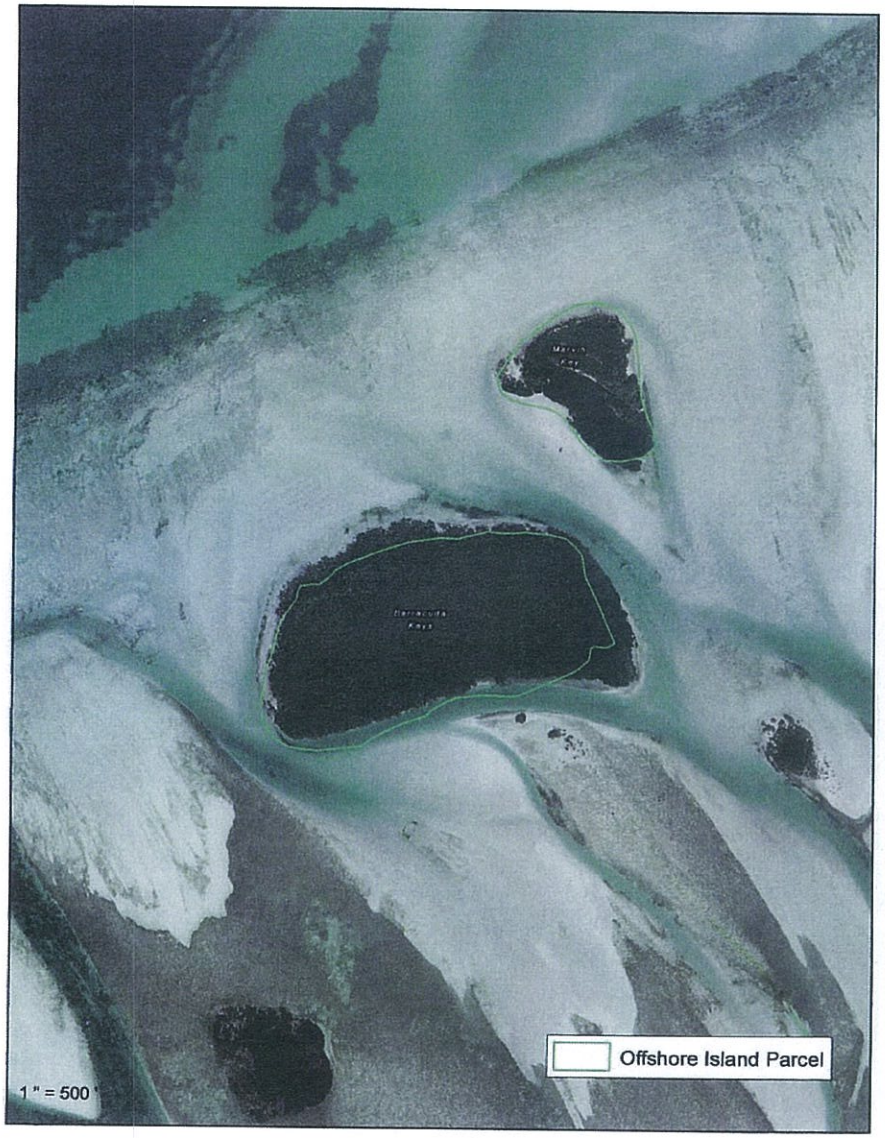

Map 30 - Marvin Keys

Florida Bay - North of Big Coppitt Key

2 Parcels

Parcel Acreage: 34.33

FLUM: Conservation (C)

Zoning: Offshore Island (OS)

Tier I

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W E
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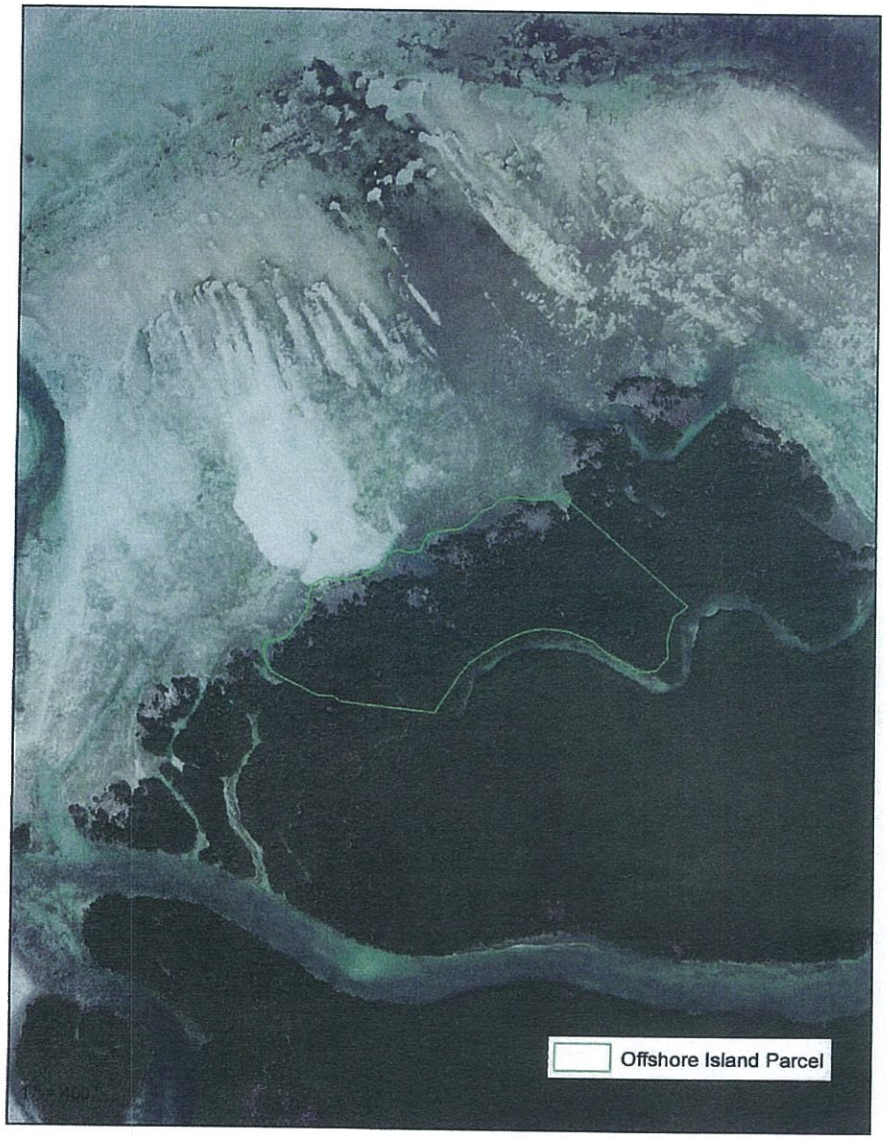
Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014



Map 31 - Mudd Keys

Florida Bay - North of Big Coppitt Key

1 Parcel

Parcel Acreage: 16.26

FLUM: Conservation (C)

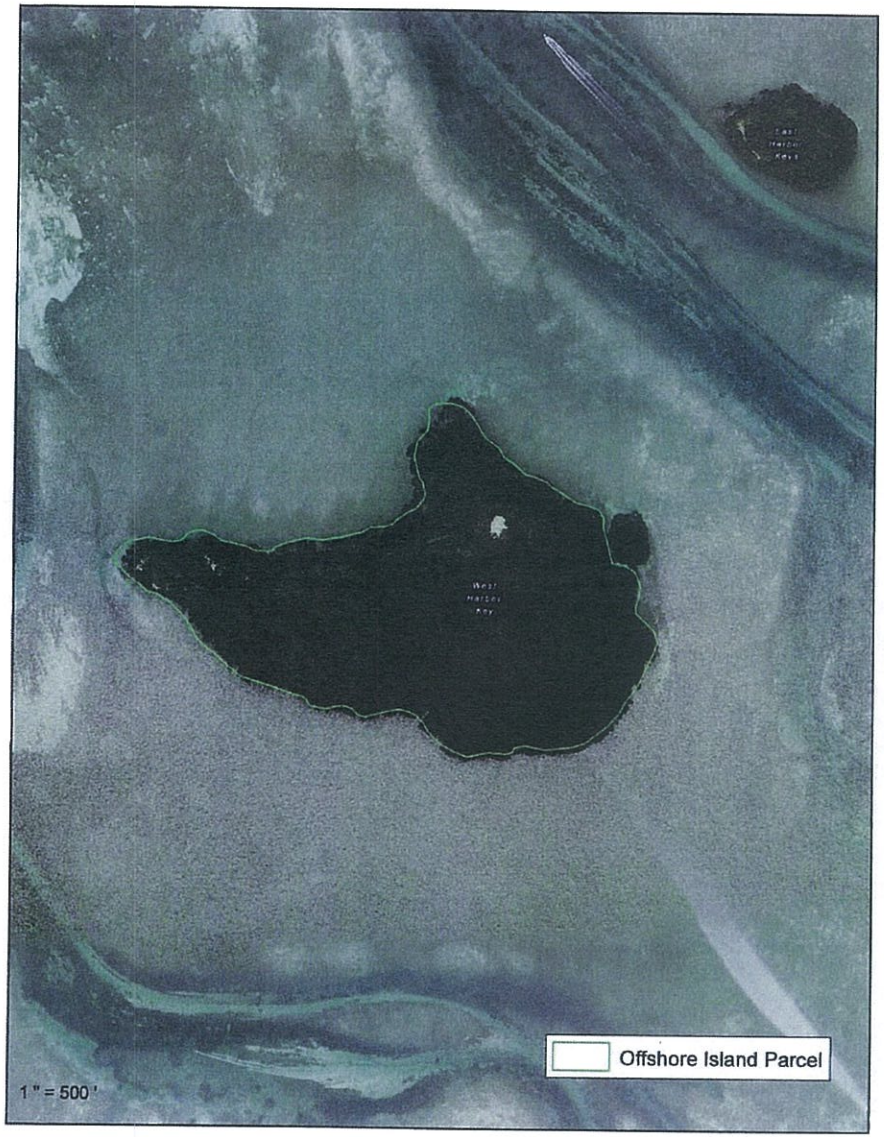
Zoning: Offshore Island (OS)

Tier I

N
W E
S

Data Source: Monroe County - Growth Management - GIS

Date: 11/7/2014



Map 32 - West Harbor Key

Gulf of Mexico - North of Key West

1 Parcel

Parcel Acreage: 50.17

FLUM: Residential Conservation (RC)

Zoning: Offshore Island (OS)

Tier I

Data Source: Monroe County - Growth Management - GIS

Date: 11/5/2014

Map 33 - Wisteria Island

Northwest of Key West

1 Parcel

Parcel Acreage: 39.03

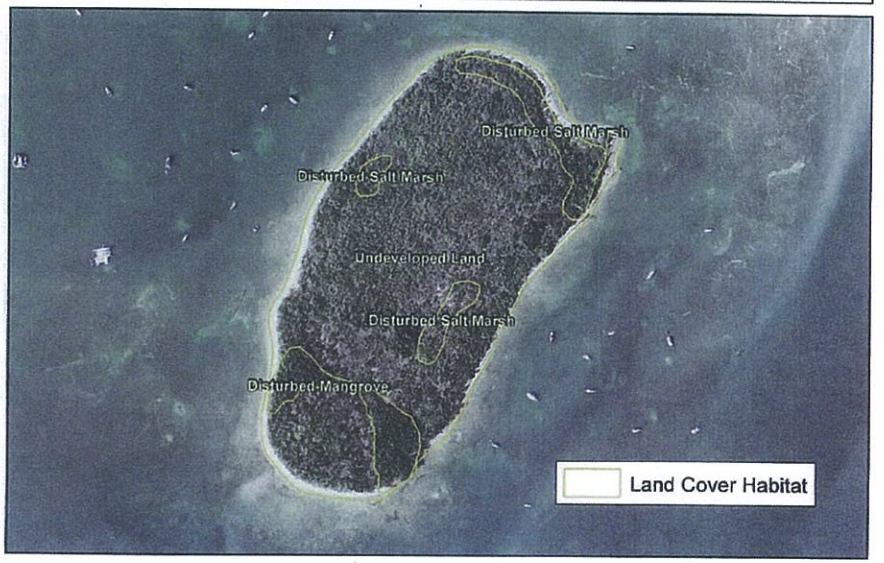
FLUM: Undesignated

Zoning: Offshore Island (OS)

Undesignated Tier

N
W E
S

Data Source: Monroe County - Growth Management - GIS



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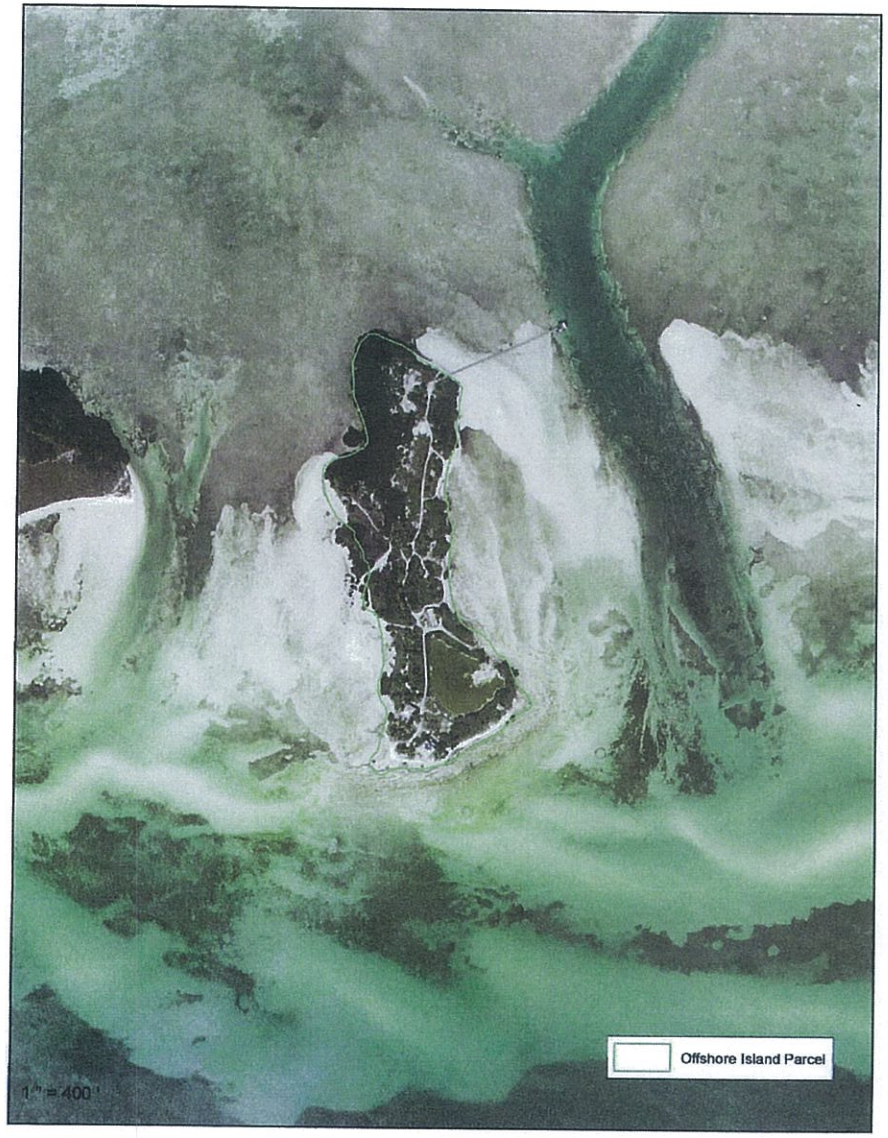


Map 34 - Ballast Key

Gulf of Mexico - Southwest of Key West

1 Parcel

Parcel Acreage: 14.28

FLUM: Undesignated

Zoning: Offshore Island (OS)

Undesignated Tier

Data Source: Monroe County - Growth Management - GIS

Date: 11/20/2014

Time Approximate 11:00AM

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 23, 2016

Division: County Administrator

Bulk Item: Yes ____ No XX

Staff Contact: Lindsey Ballard/292-4441

AGENDA ITEM WORDING: Request to speak to the County Commissioners to Present a petition regarding the ongoing saltwater intrusion on Park Drive in Key Largo Village – Carl Catalano.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST:

INDIRECT COST: **BUDGETED:**

COST TO COUNTY: **SOURCE OF FUNDS:**

REVENUE PRODUCING: **AMOUNT PER** **MONTH** **Year**

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DOCUMENTATION: Included ___ Not Required xx

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 1/09

Ballard-Lindsey

From: noreply@civicplus.com
Sent: Saturday, January 30, 2016 2:30 PM
To: Cyr-Connie
Subject: Online Form Submittal: General Inquiry/Request for Service/Complaint Form

Follow Up Flag: Follow up
Flag Status: Flagged

General Inquiry/Request for Service/Complaint Form

Please complete the online form below to submit your complaint.

Contact Information

Name:	Car Catalano
Address:	209 James Ave
City:	Key Largo
State:	Fl
Zip:	33037
Home Phone Number:	305-342-9018
Daytime Phone Number:	305-342-9018
Email Address:	Carlcat@bellsouth.net
Please Specify General Inquiry, Request for Service or Complaint	Request to be put on the agenda for the March 23rd, 2016 BOCC meeting to present a petition regarding the ongoing saltwater intrusion on Park Drive in Key Largo Village.

Ed Pozo

From: Clarke-Judith <Clarke-Judith@monroecounty-fl.gov>
Sent: Thursday, December 03, 2015 2:38 PM
To: 'Ed Pozo'
Subject: RE: Key Largo Village MM 101.5 Bayside - Park Drive

Good afternoon – thank you for contacting us. We are aware that Park Drive is one of the areas where we see this type of flooding during the high tides. The BOCC directed staff to evaluate the issue and works towards a solution. There is an item on the December BOCC agenda to have an engineering consultant, in coordination with the climate change team, do a pilot study to develop design alternatives to mitigate these areas. So, while we are not in a position to fix the problem immediately we are currently working on a solution.

Sincerely,

Judith S. Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street
Key West, Florida 33040

Office: 305-295-4329
Fax: 305-295-4321

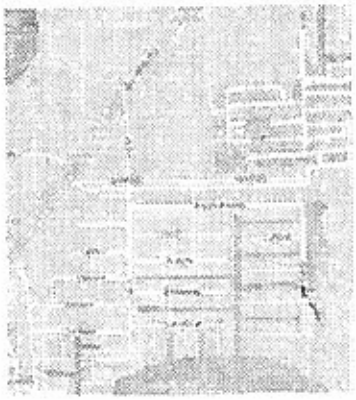
Clarke-judith@monroecounty-fl.gov

From: Ed Pozo [mailto:epozo@epozo.net]
Sent: Monday, November 23, 2015 4:10 PM
To: Clarke-Judith
Subject: Key Largo Village MM 101.5 Bayside - Park Drive

Ms. Clarke, I would like to bring to your attention that on some high tide days, the road (Park Drive) gets flooded with salt water, and makes it very difficult to drive thru and does not allow access to some of the amenities. The only real solution is to raise the crown of the road above this flood level. We understand that there is a lot of news regarding super tides and water level rising, however this problem is real today, I hope you can evaluate the situation and provide a real solution.

Thank you for your attention to this matter,

Eduardo Pozo
215 James Ave.
Key Largo (Village), Fl.



KEY LARGO TRAILER VILLAGE ASSOCIATION, INC.
P. O. BOX 765 ▪ KEY LARGO, FL 33037

January 28, 2016

Board of County Commissioners
Murray E. Nelson Government Center
102050 Overseas Hwy.
Key Largo, FL 33037

RE: **<u>Petition in support of Mitigation of Saltwater Intrusion on Park Drive in Key Largo, FL</u>**

Dear Commissioners:

We, the undersigned owners of property within the Key Largo Trailer Village Association hereby request that Monroe County evaluate and develop a plan to mitigate saltwater intrusion onto Park Drive in Key Largo, Florida. Thank you for your attention and consideration of this matter.

Very truly yours,

Key Largo Trailer Village Association, Inc.

NAME	ADDRESS	SIGNATURE
Martha D. Pozo	215 James Ave K L.	[signature]

Petition in support of Mitigation of Saltwater Intrusion on Park Drive in Key Largo, FL – Page 2

NAME	ADDRESS	SIGNATURE

Petition in support of Mitigation of Saltwater Intrusion on Park Drive in Key Largo, FL – Page 3

NAME	ADDRESS	SIGNATURE

Imagery ©2016 Google, Map data ©2016 Google 200 ft

200 FEET ON PARK DR - MARKED IN YELLOW